

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 11/7/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #307182 through #307389 totaling \$ 379,785.20 and EFT #9101705 to 9101711 totaling \$ 24,614.46 for an A/P total of \$ 404,399.66 dated 11/07/20 through 11/13/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 11/14/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #307390 through #307555 totaling \$ 325,665.57 and EFT #9101713 to 9101727 totaling \$ 370,241.95 for an A/P total of \$ 695,907.52 dated 11/16/20 through 11/20/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 11/21/20

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 307556 through #307675 totaling \$663,055.9 dated 11/23/2020 thru 11/27/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

CASCADE COUNTY COMMISSION MEETING

November 24, 2020

Via Zoom

9:30 A.M.

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on December 8, 2020.

Commission: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Staff: Bonnie Fogerty – Commission Office, Les Payne – Public Works Director, Scott Van Dyken – Captain of Operations, Lisa Mosely – CCSO, Carey Ann Haight – Deputy County Attorney, Mary Embleton – Budget Officer, Trisha Gardner – Public Health Officer, Diane Heikkila – Treasurer, Christina Wood – CCSO Accountant and Kyler Baker – Deputy Clerk & Recorder

Public: Rae Grulkowski, Kelly Manzer and Shyla Patera

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:38

Purchase orders and accounts payable checks: See agenda for payment information. Commissioner Briggs made a **MOTION** to approve purchase orders and accounts payable warrants. Motion carries 3-0 03:05

Treasurer's Report: Diane Heikkila, Treasurer, read the report. 03:56 (See Attached Report)

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Weber made a **MOTION** to (A) Approve minute entries (November 6, 2020; November 10, 2020; November 16, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda

Resolution 20-63: Budget Apportion within the Montana Internet Crimes Against Children (ICAC) Grant Fund. As of June 30, 2020 a remaining balance needed to be reappropriated for July through September 2020. Total Amount: \$2,292 06:42

Resolution 20-64: Budget Appropriation within Public Safety 24/7 Program Fund #2398. Budget Authority will allow replacement of the last five (5) ICOPS systems in patrol cars with Watchguard Systems. Total Amount: \$29,800 07:04

Resolution 20-65: Budget Appropriation within the Alcohol Rehabilitation Fund #2800. Budget Authority will increase revenue and expenditure to recognize the Alcohol Earmarked Tax State FY 2020 Final Payment. Total Amount: \$81,148 **07:23**

Contract 20-186: Department of Defense Operations and Maintenance Program. Project Name & #: MT DAR 2022(1), Defense Access Roads FY 2020. Parties to Agreement: Federal: US Department of Transportation, Federal Highway Administration, Western Federal Lands Highway Division, Department of Defense: Malmstrom AFB, Cascade County, Judith Basin County, Fergus County. Federally Funded. County is required to maintain roads after project completion. Total of Cascade County Roads: 26.52 miles. **07:47**

Contract 20-187: Johnson Controls Proposal for a NAE-5510-1 upgrade for the Adult Detention Center. This is for replacement and installation of one engine, the main server that controls the heat & air systems. Total Cost: \$10,950 **08:30**

Contract 20-188: Johnson Controls Proposal for an ADS to ADX Migration. For replacement and installation of one MS-ADX10U-8 extended application and data server migration software for the main server controlling heat & air systems throughout the County buildings. Total Cost: \$16,275 (one-time charge) **08:52**

Contract 20-189: Contract between Central Plumbing, Heating and Excavation for removal and replacement of two rooftop units on the Health Department roof. Total Cost: \$19,751.66 **09:19**

Contract 20-190: Kenco Proposal for additional security coverage in the County Attorney's Office. Upgrade Cost: \$2,287.65 Annual Reoccurring Service Fee: \$534.00 **09:37**

Contract 20-191: Experience Works SCSEP Host Agency Agreement with the Sheriff's Office. **09:53**

Contract 20-192: CGI Communications, Inc, for the 2020 County Video Program. Effective: 3 years (No County Cost) **10:02**

City-County Health Department

Resolution 20-66: Budget Appropriation within the Health Capital Reserve Fund #4070 increasing the budget authority to complete the purchase of two rooftop units. Total Amount: \$6,500 (Ref: Contract 20-189) **10:14**

Motion carries 3-0 11:07

AGENDA ITEM #1 11:16

Motion to Approve or Disapprove:

Great Falls Transit Board Appointment:

Applicants

Vacancy

Term Expiration

Len Nopen (New Applicant)

(1)

11/30/2024

Shyla Patera (Requesting Re-Appointment)

Commissioner Briggs made a **MOTION** to re-appoint Shyla Patera to the Great Falls Transit Board with a term expiration of 11/30/2024. **12:05**

Motion carries 3-0 13:55

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

None

Adjournment: Chairman Larson adjourned this Commission Meeting at **9:45 a.m.**

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

December 2, 2020 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). **Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.** This written record is in draft form until officially approved on December 22, 2020.

**COMMISSION
MINUTES
JOURNAL # 60**

Board of Cascade County Commissioners: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Staff Present: Mary Embleton – Budget Officer, Kim Thiel-Schaaf – Aging Services Director, Sandor Hopkins – Planer, Brad Call – Emergency Services Coordinator, Les Payne – Public Works Director, Trisha Gardner – Public Health Officer, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder

Public Members Present: Donna Anderson, Jess Bandel, Jess Anderson, Kay Witham, Dr. Kelly Manzer, Rae Grulkowski, Terry Thompson, Jenn Rowell – The Electric, Vicky O'Hara, Traci Rosenbaum – Great Falls Tribune, Julie K.

Chairman Larson opened the work session meeting at 2:00 pm

Consent Agenda Items:

Department:

Contract 20-193: 2nd Amendment to Attorney Retainer Agreement between Cascade County and Ugrin, Alexander, Zadick, P.C. Effective through February 28, 2021. Monthly Cost: \$ 7,500 (Ref: Contract 20-20, R0387510)

County Attorney
00:19

Contract 20-194: Contract Between Cascade County & Great Falls Turf Club for remodeling of the Jockey's building and restrooms located at the ExpoPark facility. The Great Falls Turf Club will be responsible for payments to Contractors.

Public Works
05:06

Contract 20-195: Contract Between Cascade County & Palagi Plumbing for the remodel of the jockey's restroom located at the ExpoPark facility. Total Cost: \$2,369 paid by the Great Falls Turf Club.

Public Works
09:42

Contract 20-196: Contract between Cascade County & WVH Enterprises for the remodel of jockey's building located at the ExpoPark facility. Total Cost: \$5,700 paid by the Great Falls Turf Club.

Public Works
12:18

Contract 20-197: Agreement with Great Falls Emergency Services, Inc. for the provision of ground ambulance service in Cascade County.

County Attorney
14:23

Contract 20-199: MT DPHHS #21027210050 Commodity Supplemental Food Program (CSFP) with Area VIII Agency on Aging. Purposes: Provide supplemental food and nutrition education. Effective: October 1, 2020 - September 30, 2021. Reimbursable Amount Not to Exceed: \$4,128 (\$4.00 per client served, per month).

Aging Services
16:37

Contract 20-201: MT DPHHS Contract with Cascade County for CARES Act Funding to be used by the Area 8 Agency on Aging for the purchase of a Suburban to assist with increased Commodities deliveries during the COVID-19 pandemic. Total Award: \$43,000.

Aging Services
19:07

Resolution 20-70: Budget Appropriation for the CARES Act Funding Contract to allow for a vehicle purchase. Total Amount: \$43,000. (Ref: Contract 20-201)

Aging Services
22:03

Contract 20-203: State of Montana Board of Crime Control Grant Award. Subgrant: 20-CV01-92712, Keeping Cascade County Safe: COVID-19. Federal Award: \$15,813.00. Effective: 10/01/2020 - 07/30/2021. (No County Match)

Sheriff's Office
28:18

City-County Health Department

Contract 20-198: CDC COVID-19 Vaccination Program Provider Agreement. (No Cost to the County)

CCHD
31:25

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

December 2, 2020 – 2:00 P.M.

Contract 20-200: MT DPHHS #20-25-5-41-167-0 Amendment #1 Healthy Montana Families Home Visiting Program for the CARES Act Package Funding. Funding Increase: \$8,250	CCHD 34:03
Resolution 20-69: Budget Appropriation increasing budget authority in Fund 2973 Healthy Montana Families Home Visiting Program for the CARES Act. Total Amount: \$8,250. (Ref: Contract 20-200)	CCHD 35:34

AGENDA ITEM #1 36:28

Resolution 20-67: Final Resolution Amending Sections 2, 4 & 18.1 of Cascade County Zoning Regulations.

AGENDA ITEM #2 40:12

Contract 20-202: Purchase Agreement with King Motors Inc. for the purchase of one 2019 Chevrolet Suburban LT 1500 4x4. Total Purchase Price: \$43,000. (Ref: Contract 20-201)

AGENDA ITEM #3 42:10

Resolution 20-68: A Resolution Opposing Proposed Big Sky Country National Heritage Area

Add On Items

DUI Task Force Board Vacancy Appointment **43:21** *(Item Added to Consent Agenda)*

Resolution 20-71: Budget Appropriation within the Public Safety Grant Fund. **44:08** *(Item Added to Consent Agenda)*
Carey Ann Haight states there is a supplemental second payment on the CARES Act Grant for the CCHD. **47:15**

Adjournment: Chairman Larson closed the work session meeting at 2:53 p.m.

December 8, 2020

Contract 20-193

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**Contract 20-193
Contract Amendment to
Attorney Retainer Agreement (Cascade
County Contract 20-20) with Ugrin
Alexander Zadick, P.C.**

INITIATED BY:

Cascade County Attorney's Office

ACTION REQUESTED:

Approval of Contract #20-193

PRESENTED BY:

Carey Ann Haight, Deputy

SYNOPSIS:

The Cascade County Attorney's Office previously acquired the services of the Ugrin law firm to assist with an overflow of civil matters, one such item being the pending litigation with the State of Montana Department of Corrections (DOC), which was necessitated due to vacancies in the County Attorney's Office. The initial term for the agreement, as set forth in Cascade County Contract 20-20 for six (6) months at \$7,500 per month. That term expired on August 31, 2020 and the parties extended the term an additional 3 months, through November 30, 2020. Having a continuing need for the assistance of the Ugrin firm and a continuing staff shortage we request an additional 3-month extension.

RECOMMENDATION:

Approval of Contract 20-193.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commission **APPROVE** Contract 20-193, Contract Amendment to Attorney Retainer Agreement (Cascade County Contract 20-20) with Ugrin Alexander, Zadick, P. C.

MOTION TO DISAPPROVE:

Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Contract 20-193. Contract Amendment to Attorney Retainer Agreement (Cascade County Contract 20-20) with Ugrin Alexander, Zadick, P. C.

CONTRACT
20-193

**CONTRACT AMENDMENT
ATTORNEY RETAINER AGREEMENT
CASCADE COUNTY CONTRACT NUMBER 20-20**

This CONTRACT AMENDMENT is a second amendment to the above-referenced contracts between the County of Cascade, Montana, a local governmental unit organized and existing under the laws of the State of Montana, 325 2nd Avenue North, Great Falls, Montana 59401 hereinafter referred to as "County" and Ugrin Alexander Zadick, PC, 2 Railroad Square, Great Falls, Montana 59401, hereinafter referred to as "Attorneys", respectively (collectively, the "Parties"), which was previously amended Effective August 31, 2020 (reference Cascade County Contract Number 20-150).

Effective December 1, 2020 this Contract is amended as follows. Existing language has been struck; amended language underlined.

2. Effective Date: This Agreement is effective upon execution by both parties and will terminate on ~~August 31, 2020, November 31, 2020,~~ February 28, 2021 unless terminated sooner as provided under Montana law or for reasons for termination agreed upon herein. This contract may upon mutual agreement, in writing, between the parties and according to the terms of the existing contract, be renewed, extended or restricted to any other interval or term.

4. Compensation: For legal services provided as defined herein, the County agrees to pay Attorneys \$7,500 per month for a total of ~~\$45,000 \$60,000~~ \$82,500 (whereas Attorneys have elected to forego charging County for the month of August) for the term of this Agreement. This monthly compensation shall include routine fees and costs incurred in the performance of Attorneys' services including, but not limited to, associate/paralegal time, printing, copying, mail, messenger and delivery services, computer research, local travel, telephone, facsimile or data transmission, secretarial and support staff services and overtime.

Except as modified above, all other terms and conditions of Cascade County Contract Number 20-20 remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the effective date stated above.

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTESTED this ____ day of _____, 2020

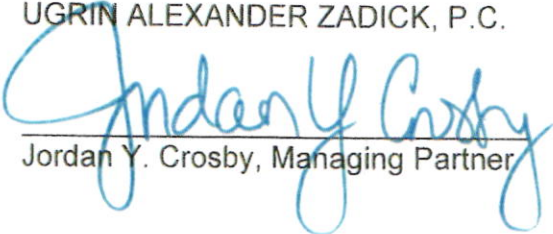
Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

UGRIN ALEXANDER ZADICK, P.C.


Jordan Y. Crosby, Managing Partner

December 8, 2020

Contract 20-194

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract Between Cascade County & GFTC for Remodel of Jockey's Building**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract #20-194**

PRESENTED BY: **Les Payne, Public Works Director**

BACKGROUND:

Great Falls Turf Club has requested to do a small remodel to the Jockey's room and bathrooms at the Cascade County's ExpoPark facility located at 400 3rd St NW, Great Falls, Montana 59404.

RECOMMENDATION:

Cascade County Staff recommends the commission approve the contract for GFTC to move forward with the small remodel of the Jockey's room and bathrooms. GFTC would be responsible for the payments, to the following contractors, Palagi Plumbing of Great Falls, for the amount of \$2369.00 and WFH of Great Falls, for the amount of \$5700.00. Cascade County would also allow GFTC to perform painting and installation of new carpet and vinyl flooring throughout the building.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 20-194, for GFTC to move forward with the small remodel of the Jockey's room and bathrooms. GFTC would be responsible for the payments, to the following contractors, Palagi Plumbing of Great Falls, for the amount of \$2369.00 and WFH of Great Falls, for the amount of \$5700.00. Cascade County would also allow GFTC to perform painting and installation of new carpet and vinyl flooring."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 20-194."

CONTRACT

In consideration of the mutual promises and consideration set forth herein between the Great Falls Turf Club, Inc., a domestic non-profit public benefit corporation whose mailing address is PO Box 82, Great Falls, Montana 59403 (GFTC) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this contract is for the GFTC to a small remodel to the Jockey bathroom at Cascade County's ExpoPark facility at 400 3rd Street NW, Great Falls, Montana 59404 as set forth in the Palagi Plumbing & Heating Co., Inc. proposal sated October 20, 2020 which is attached hereto and incorporated herein as Exhibit A; the WVH Enterprises, LLC construction bid form dated October 15, 2020 which is attached hereto and incorporated herein as Exhibit B; and to perform painting and installation of new carpet, colors subject to the prior approved of Cascade County's authorized agent Les Payne, Public Works Director.
2. **Performance Standards:** Except as otherwise expressly provided, the GFTC shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. The GFTC shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). The GFTC will promptly repair any damage. The GFTC will be required to properly sign and secure the work site, as circumstances may require, so as to maintain, at all times, the safety of County's employees, agents, invitees and public.
3. **Contract Time:** The GFTC shall fully complete the Contract Work no later than thirty (30) from completion of work. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.
4. **Contract Sum:** In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GFTC shall be solely financially responsible for the Contract Work and all payments due thereunder to Palagi Plumbing & Heating Co., Inc.; WVH Enterprises, LLC. and all other subcontractors and individuals enlisted or employed to perform the Contract Work. The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. The GFTC has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum set forth in Exhibits A and B. The GFTC Contract Sum is inclusive of labor, materials, and insurance. The GFTC shall be responsible to obtain and pay for all necessary permits and/or licenses.
5. **Force Majeure:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics,

earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

6. **Insurance:** Prior to commencing work under this agreement, the GFTC shall purchase and maintain until final payment on all Contract Work such insurance as will protect the GFTC from claims which may arise out of or result from the GFTC's operations under the Contract and for which the GFTC may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit C to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, GFTC will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

7. **Indemnification:** The GFTC agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

8. **Montana Prevailing Wage Rate and Gross Receipts Tax:** The GFTC may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. The GFTC, if required, will pay Montana Davis Bacon wages.

9. **General Warranty:** The GFTC warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

10. **Choice of Law and Venue:** This Contract shall be construed under the laws of the GFTC of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

11. **Entire Agreement and Modification:** This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

12. **Severability:** If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

13. **Mutual Assent and Authority:** The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the

Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of November, 2020

Great Falls Turf Club:



Warren Kottke

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Jim Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

COMMON POLICY DECLARATIONS

CPS3150617
Renewal of Number

Underwritten by: Scottsdale Insurance Company
Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

Policy Number
CPS7103202

ITEM 1. NAMED INSURED AND MAILING ADDRESS

GREAT FALLS TURF CLUB INC

PO BOX 82
GREAT FALLS MT 59403

Issued in an unauthorized insurer under The Surplus Lines Insurance Law, under surplus lines insurance producer license No. 770329 and NOT covered by the property & casualty Guaranty fund of this state if the unauthorized insurer becomes insolvent.

AGENT NAME AND ADDRESS

BIG SKY UNDERWRITERS (MISSOULA, MT) 2432 KEMP ST
MISSOULA MT 59801-7588

Agent No.: 25002

Program No.: AT

ITEM 2. POLICY PERIOD

From: 04/22/2020

To: 04/22/2021

Term: 365

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: ORGANIZING LOCAL RACE MEET AND SIMULCAST OPERATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)

Premium Summary

Commercial General Liability Coverage Part	\$	\$500 MP
Commercial Property Coverage Part	\$	NOT COVERED
Commercial Crime And Fidelity Coverage Part	\$	NOT COVERED
Commercial Inland Marine Coverage Part	\$	\$250 MP
Commercial Auto Coverage Part	\$	NOT COVERED
Professional Liability Coverage Part	\$	NOT COVERED
	\$	
	\$	
Total Policy Premium	\$	750.00
TOTAL TAXES AND FEES	\$	124.38
	\$	
Policy Total	\$	874.38

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.



WORKERS' COMPENSATION POLICY INFORMATION PAGE

1. INSURED:

GREAT FALLS TURF CLUB INC
PO BOX 82
GREAT FALLS MT 59403

Policy #: 03-408448-3
Team: Select
Date: 05/29/2020
Entity Type: Corporation
Reporting Basis: Annually
Tax ID #: XXXXX0698

Physical Address:

400 3RD ST NW
GREAT FALLS MT 59403

Agent: DUSTIN KLOSTERMEIER
Agency: HUB INTERNATIONAL MOUNTAIN STATES LTD
100 PARK DRIVE S
GREAT FALLS MT 59401
Phone: (406) 453-1681

2. **POLICY PERIOD:** From 07/19/2020 12:01 A.M. to 07/19/2021 12:01 A.M. at the insured's mailing address.

3. COVERAGE:

A. WORKERS' COMPENSATION INSURANCE: Part One of the policy applies to the Workers' Compensation Law of the state's listed here: Montana

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to the work in each state listed in Item 3.A. The limits of liability under Part Two are:

\$100,000.00 Bodily Injury By Accident, Each Accident
\$100,000.00 Bodily Injury By Disease, Each Employee
\$500,000.00 Bodily Injury By Disease, Policy Limit

Minimum Employers Liability: \$0.00

C. OWNERS/OFFICERS:

Name	Title	% Ownership
KOTTKE, DIANE	Secretary/Treasurer	0.00%
KOTTKE, FRANK	President	0.00%
SALLEY, EARL	Vice President	0.00%

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:

90-Day Reporting Requirement-Notification of Change in Ownership Endorsement WC 00 04 14 A (Ed. 1-19)



Catastrophe Premium Endorsement WC 00 04 21 D (Ed. 1-15)
 MSF Policyholder Asset Endorsement SB360 (Rev 05/2018)
 Montana Intentional Injury Exclusion Endorsement WC 25 03 05 (Ed. 7-02)
 Montana Safety Endorsement WC 25 06 02 (Ed. 1-94)
 Notification Endorsement of Pending Terrorism Risk Ins Program Reauthorization Act of 2015 WC 00 01 15 (Ed. 1-20)
 Schedule of Corporate Officer(s) or LLC Manager(s) Endorsement LF100L27
 Terrorism Risk Insurance Program Reauthorization Act Endorsement WC 00 04 22 B (ED. 1-15)
 Workers Compensation, Occupational Disease and Employer Liability Insurance Policy PF100C (Rev 10/2016)
 Volunteers Endorsement LF100L19

4. PREMIUM: The premium for this policy will be determined by our Manuals of Rules, Class Codes, Rates, and Rating Plans. All information required below is subject to verification and change by audit. You must notify us of any change in your business operations.

CODE	DESCRIPTION	ESTIMATED PAYROLL	RATE	ESTIMATED PREMIUM
8279-08	RACE TRACK: HORSE/DOG-ALL OTHER EMP & DRIVERS	\$0.00	\$12.32	\$0.00
8720-03	RACE TRACK OPERATION-HORSE OR DOG-OFFICIALS	\$0.00	\$1.72	\$0.00
Minimum Premium/Minimum EL Premium Adjustment				\$240.00
Expense Constant				\$185.00
Department of Labor & Industry (DLI) Assessments:				
Occupational Safety and Health (OSH) Assessment – Assessment Percentage:		0.8076%		\$3.43
Workers Compensation Administrative (Admin) Assessment – Assessment Percentage:		1.6159%		\$6.87
Stay at Work/Return to Work (SAW/RTW) Assessment – Assessment Percentage:		0.0000%		\$0.00
Subsequent Injury Fund (SIF) Assessment – Assessment Percentage:		0.4368%		\$1.86
TOTAL ESTIMATED COST:				\$437.16

INSTALLMENT SCHEDULE:

Item or Installment #	Premium	DLI Admin	DLI SAW/RTW	DLI OSH	DLI SIF	Total	Billing Month
Expense Constant	\$185.00	\$2.99	\$0.00	\$1.49	\$0.81	\$190.29	07/2020
1	\$240.00	\$3.88	\$0.00	\$1.94	\$1.05	\$246.87	07/2020

The information provided on the Policy Information Page represents the current policy state as of the date issued.

cc: DUSTIN KLOSTERMEIER



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 1

Policy No. CPS7103202

Effective Date 04/22/2020

12:01 A.M. Standard Time

Named Insured GREAT FALLS TURF CLUB INC

Agent No. 25002

COVERAGE PART INFORMATION—Coverage parts affected by this change as indicated by ☒ below:

- | | |
|--|------|
| <input type="checkbox"/> Commercial Property | |
| <input checked="" type="checkbox"/> Commercial General Liability | 0.00 |
| <input type="checkbox"/> Commercial Crime | |
| <input type="checkbox"/> Commercial Inland Marine | 0.00 |
| <input type="checkbox"/> Commercial Liquor Liability | |

CHANGE DESCRIPTION

In consideration of no change in premium, it is hereby understood and agreed that the following amendments have been made to this policy.

Additional Insured - Designated Person or Organization modified

PREMIUM CHANGE

Additional \$ 0.00

Return \$ 0.00

AUTHORIZED REPRESENTATIVE

/ 11/11/2020

DATE



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF TAXES, SURCHARGES OR FEES

Policy No. CPS7103202

Effective Date: 04/22/2020

12:01 A.M., Standard Time

Named Insured GREAT FALLS TURF CLUB INC

Agent No. 25002

POLICY FEE	.00
SURPLUS LINES TAX	.00
FIRE TAX	.00

TOTAL TAXES, SURCHARGES OR FEES:	.00



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS7103202 Effective Date 04/22/2020
12:01 A.M. Standard Time
Named Insured GREAT FALLS TURF CLUB INC Agent No. 25002

COMMON POLICY

UTS-244L	06-92	CHANGE ENDORSEMENT FORM
UTS-126L	10-93	SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS

COMMERCIAL LIABILITY

GLS-104L	06-92	SCHEDULE OF GENERAL LIABILITY CHANGES
CG 20 26	04-13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF GENERAL LIABILITY CHANGES

Policy No.:

CPS7103202

Effective Date:

04/22/2020

Named Insured:

GREAT FALLS TURF CLUB INC

Agent No.:

12:01 A.M., Standard Time

25002

CLASS CODE INFORMATION AFFECTED BY THIS CHANGE IS ADDED, DELETED OR CHANGED AS INDICATED.**THE FOLLOWING CLASS CODE INFORMATION IS:** ADDED

Code No. 49950	Premium Basis FLAT CHARGE	Premises/Operations	
Premises	Exposure 2	Rate	Premium \$200
Classification: ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION PER FORM CG 20 26		Products/Completed Operations	
		Rate	Premium

THE FOLLOWING CLASS CODE INFORMATION IS:

Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium

THE FOLLOWING CLASS CODE INFORMATION IS:

Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium

THE FOLLOWING CLASS CODE INFORMATION IS:

Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CASCADE COUNTY / MONTANA EXPO PARK 400 3RD ST SW GREAT FALLS MT 59404 UNITED STATES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

December 8, 2020

Contract 20-195

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract Between Cascade County & Palagi Plumbing,
Jockey's Restroom**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract #20-195**

PRESENTED BY: **Les Payne, Public Works Director**

BACKGROUND:

Cascade County sought for a bid for a contractor to remove an old hot water heater and install a new 66 gallon hot water heater, along with a floor drain, into the bathroom of the jockey's building, located within the Cascade County's ExpoPark facility, located at 400 3rd St NW, Great Falls, Montana 59404.

RECOMMENDATION:

Cascade County Staff recommends the commission approve the contract for Palagi Plumbing & Heating Inc, of Great Falls, to move forward with the small plumbing project of the Jockey's bathroom. Palagi Plumbing, will remove the old 55 gallon water heater and reinstall a new 66 gallon heater and install a floor drain, in the center of the floor.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 20-195, for Palagi Plumbing & Heating Inc, of Great Falls, to move forward with the small plumbing project of the Jockey's bathroom. Palagi Plumbing, will remove the old 55 gallon water heater and reinstall a new 66 gallon heater and install a floor drain, in the center of the floor, for a total cost to the GFTC of \$2369.00."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 20-195."

CONTRACT

In consideration of the mutual promises and consideration set forth herein between Palagi Plumbing & Heating CO. INC. (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this Contract is for the Contractor to remove old hot water heater & install new 66 gallon hot water heater and install floor drain in the middle of the floor, all work being completed in the jockey bathroom, as set forth in the Contractor's bid/quote dated 10/20/2020 which is attached hereto and incorporated herein by reference. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed at Jockey Bathroom, located within ExpoPark, at 400 3rd St NW and will be subject to the prior approval of the Cascade County's authorized agent Les Payne, Public Works Director.

2. **Performance Standards:** Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. **Contract Time:** Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. **Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of TWO THOUSAND THREE HUNDRED SIXTYNINE AND 00/100 DOLLARS (\$2369.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. **Contract Payment:** As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with Cascade County's Public Works Director or his designee. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason

therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate shall be provided to County upon request. Contractor's registration number is # 4511 and expires on the 9 day of Sept, 2021.

9. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

10. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages if the Contract Work qualifies as a public works contract under Montana law.

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

12. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

13. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of _____, 2020

Contractor:

Palagi Plumbing & Heating CO. INC.

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Jim Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Proposal
PALAGI PLUMBING & HEATING CO. INC.

P.O. BOX 1026, GREAT FALLS, MT 59403
1127 WIRE MILL RD, BLACK EAGLE, MT 59414
PHONE: 406-453-7422 FAX: 406-453-7432

Submit To: Cascade County, Les Payne	Phone: 788-0716	Date: 10/20/20
Street: 279 Vaughn S. Frontage Rd	Job Name: Floor drain & water heater	
City: Great Falls	State: MT	Zip: 59401
Architect:	Date of Plans:	Job Location: Expo Park, Jockey bathroom
		Email: lpayne@cascadecountymt.gov

We hereby submit specifications and estimates for: We propose to furnish and install the below listed items:

JOCKEY BATHROOM:

- 1 - Remove 55 gallon electric water heater
- 1 - Install new 66 gallon electric water heater
- 1 - Install floor drain in front of center shower

EXCLUDE:

Wall, floor, ceiling patch if required

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Two thousand Three hundred sixty-nine-----Dollars \$ 2,369.00

Payment: Due on completion

Note: This proposal may be withdrawn by us if not accepted within 30 days

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____

Signature: _____

Date of Acceptance: _____

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Warren H. Kotter Jr.
11/24/2020

December 8, 2020

Contract 20-196

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract Between Cascade County & WVH Enterprises,
Remodel of Jockey's Building**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract #20-196**

PRESENTED BY: **Les Payne, Public Works Director**

BACKGROUND:

Cascade County sought for a bid for a contractor, to do a small remodel of the jockey's building located within the Cascade County's ExpoPark facility, located at 400 3rd St NW, Great Falls, Montana 59404. Contractor will demo and replace three existing doors, with new insulated pre hung doors, demo roughly 200 square feet of vinyl and subfloor, replace with ¾" T&G wafer board, install ¼" tile backer board and demo and prep areas between two rear doors and replace with 4" by 3' wide sidewalk between them.

RECOMMENDATION:

Cascade County Staff recommends the commission approve the contract for WVH Enterprises of Great Falls, to move forward with the small remodel, of the jockeys building, for a total cost to the GFTC of \$5700.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 20-196, for WVH Enterprises of Great Falls, to move forward with the small remodel, of the jockeys building, for a total cost to the GFTC of \$5700.00."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 20-196."

CONTRACT

In consideration of the mutual promises and consideration set forth herein between WVH Enterprises LLC. (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this Contract is for the Contractor to Demo (3) existing exterior doors, replace with insulated pre hung units. Provide new hardware that matches existing. Demo roughly 200 square ft of sheet vinyl and subfloor, replace with ¾" T&G wafer board, install ¼" tile backer board. Prep area between two rear doors and place 4" by 3' wide sidewalk between them. as set forth in the Contractor's bid/quote dated 10/15/2020 which is attached hereto and incorporated herein by reference. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed in both Jockey Bathrooms, located within ExpoPark, at 400 3rd St NW and will be subject to the prior approval of the Cascade County's authorized agent Les Payne, Public Works Director.

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum: Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of FIVE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$5700.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. Contract Payment: As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with Cascade County's Public Works Director or his designee. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason

therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate shall be provided to County upon request. Contractor's registration number is # 222139 and expires on the 9 day of Nov, 2021.

9. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

10. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages if the Contract Work qualifies as a public works contract under Montana law.

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from

defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

12. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

13. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of _____, 2020

Contractor:

WVH Enterprises LLC.

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Jim Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

CONSTRUCTION BID FORM



OWNER INFORMATION CONTRACTOR INFORMATION

County of Cascade ATTN: Les Company **WVH Enterprises LLC**

Address St Fairgrounds

Name: Wylie Van Heel

City, State ZIP

Address: 3405 18th Ave So

Phone

City, State ZIP: Great Falls MT 59405

Email

Phone: (406)-788-9721

Email: wvh7enterprises@outlook.com

Project name: Turf Club Improve Completion date

SCOPE OF WORK

////////////////////////////////////
Demo (3) exterior doors and replace with insulated prehung units. Provide new hardware that matches existing. Demo roughly 200 sq ft of sheet vinyl and subfloor. Replace with 3/4" T&G wafer board. Install 1/4" tile backer board over subfloor to accept new tile. Prep area between two rear doors and place 4" thick 3' wide sidewalk between them.

NOT INCLUDED

////////////////////////////////////
Permit, bond, 1% state tax, prevailing wage, testing, inspections, OT, finish flooring, paint, unforeseen conditions beneath existing subfloor, toilet/shower removal, plumbing, electrical

COMPANY PROPOSAL

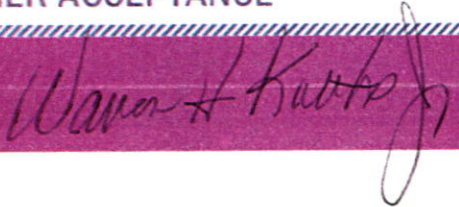
WVH Enterprises LLC agrees to do the above-mentioned work for a total of five thousand & seven hundred dollars & no cents (\$5,700.00)

Wylie Van Heel

10/15/2020

Submitted by (Company Representative) Date

OWNER ACCEPTANCE



11/20/2020

Submitted by (home owner or author) Date

December 8, 2020

Contract #20-197

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Agreement for the
Provision of Ground Ambulance Service

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy Count Attorney

ACTION REQUESTED: Approval of Contract #20-197

BACKGROUND:

The instant contract is an agreement with Great Falls Emergency Services, Inc. to provide Cascade County with mutual aid and automatic aid emergency aid and will be effective when the current agreement with Great Falls Emergency Services which expires on December 31, 2020. Great Falls Emergency Services will bill the individuals who are recipients of their aid.

TERM: January 1, 2021 through December 31, 2024
with an automatic extension for one subsequent 4 year term.

AMOUNT: \$0

RECOMMENDATION: Approval of Contract #20-197

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-197, an Agreement for the Provision of Ground Ambulance Service.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-197, an Agreement for the Provision of Ground Ambulance Service.

AGREEMENT FOR THE PROVISION
OF
GROUND AMBULANCE SERVICE
(County of Cascade – Great Falls Emergency Services, Inc.)

This AGREEMENT FOR THE PROVISION OF GROUND AMBULANCE SERVICE (hereinafter "AGREEMENT"), is made and entered into as of the 1st day of January, 2021, by and between the County of Cascade, a political subdivision of the State of Montana (hereinafter "COUNTY"), and Great Falls Emergency Services, Inc., a Montana corporation (hereinafter "PROVIDER"), whose principal place of business is located at 514 9th Avenue South, Great Falls, Montana.

1. TERM AND TERMINATION

The term of this AGREEMENT shall commence on the date first set forth above and expire on the 31st day of December, 2024 at midnight. The agreement may be extended as provided herein.

COUNTY may terminate this AGREEMENT prior to the expiration of the original term, or any renewal, should the COUNTY and the PROVIDER mutually agree to adopt the recommendations of the Regional EMS Task Force, if one is created.

COUNTY may terminate this AGREEMENT prior to the expiration of the original term, or any renewal hereof, for cause under the circumstances and in accordance with the procedures listed below in Section 2 – BREACH.

This AGREEMENT shall be automatically extended for one subsequent four (4) year term unless either party provides a written notice at least one-hundred and eighty (180) days prior to the expiration of the previous four (4) year term of such party's intention to terminate the AGREEMENT.

2. BREACH

2.1. Definitions or Breach – Conditions and circumstances that shall constitute a breach of contract by the PROVIDER are as follows:

- (a) Documented failure by PROVIDER to meet the State's EMS regulations for employee and vehicle licensing performance requirements that are effective during the term of this AGREEMENT.
- (b) Repeated and documented failure of PROVIDER to operate its ambulance service in a manner that enables the COUNTY and/or PROVIDER to remain in compliance with applicable federal, state and local laws, rules and regulations.
- (c) PROVIDER's documented loss of Medicare or similar program provider status as a result of fraudulent claims. The determination of fraud would be made at the time of a final, non-appealable governmental agency determination or decision, after due process, where it is determined through either neglect or willful negligence, the PROVIDER attempted to defraud the patient or payer.
- (d) Bankruptcy of PROVIDER, or its Parent Corporation or owner, in the event that COUNTY determines that a risk to the continuity of quality of care is likely to occur.

2.2 Provisions for Curing Breach -- In the event of an alleged breach, the COUNTY shall give the PROVIDER written notice as provided herein, setting forth with reasonable specificity the nature of the apparent breach. Within ten (10) calendar days of the giving of such notice, the PROVIDER shall cure the default, if such default be curable within the said ten (10) day period, or shall give the COUNTY written notice, as provided herein, of a plan to cure such alleged breach, or a statement of reasons why it disagrees with the COUNTY's allegations of breach. The plan shall provide for the cure of such breach within twenty-five (25) calendar days of service of the plan. If the PROVIDER fails to cure such breach within the twenty-five (25) day period, the COUNTY may immediately terminate this AGREEMENT and, in such event, the PROVIDER will cooperate completely and immediately with the COUNTY to affect a prompt and orderly transfer of all PROVIDER'S responsibilities hereunder to the COUNTY.

2.3. Ambulances belonging to or leased by PROVIDER, which COUNTY elects to use during and subsequent to any takeover shall be made available for use by the COUNTY or its contractors for a period of sixty (60) days without compensation to PROVIDER. At the conclusion of the initial sixty (60) day period of use, COUNTY may either return the equipment to PROVIDER in the same condition that they were surrendered, normal wear and tear excepted, or purchase the equipment at fair market value. COUNTY shall indemnify, defend and hold harmless PROVIDER from and against any and all costs, losses, liabilities, damages or actions that may be incurred by or against PROVIDER relating to COUNTY or its contractors use of equipment or operations taken over by COUNTY.

2.4. Performance Guaranty and Service Delivery. PROVIDER expressly agrees that, in the event of the COUNTY'S giving of a notice of breach by the PROVIDER, PROVIDER shall cooperate with the COUNTY to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying the breach. PROVIDER agrees that it has an obligation to assist COUNTY in every effort to ensure uninterrupted and continuous service delivery in the event of breach, even if PROVIDER disagrees with the determination of breach. Further the PROVIDER agrees that if notified by the COUNTY of a determination of breach and intent to execute an immediate takeover of the system that the PROVIDER shall cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.

3. PERFORMANCE

PROVIDER agrees to abide by COUNTY approved regulations, policies, procedures, standards, and protocols that are effective during the term of this AGREEMENT.

PROVIDER agrees to participate in mutual aid and automatic aid with other providers within the COUNTY, with the goal of improving and maintaining the reliability and efficiency of ambulance and pre-hospital services within and throughout the COUNTY.

4. REPORTING

Reports required under this agreement will be provided to the COUNTY by the PROVIDER as requested, in a timely manner, and in accordance with state regulations, policies, procedures, and protocols issued by COUNTY that are effective during the term of this AGREEMENT.

5. CONSIDERATION-REIMBURSEMENT

As consideration for ambulance services rendered under the terms of this AGREEMENT, PROVIDER may bill patients, insurers and other responsible parties for services actually rendered.

6. INDIGENT SERVICES

COUNTY desires to obtain prompt, efficient, and competent pre-hospital emergency medical transportation service for indigents of Cascade County in need of such services. PROVIDER shall respond within the reasonably required time to pre-hospital emergency calls from an authorized agency to transport sick or injured persons from and to specified locations.

7. INSURANCE

PROVIDER agrees to provide and maintain insurance coverage in the amounts and under the conditions contained in Attachment 1, Insurance Requirements, attached hereto and made a part hereof.

8. COMPLIANCE WITH LAWS AND REGULATIONS

PROVIDER shall at all times comply with all applicable federal, state, county, and city laws, regulations, policies, and procedures, and ensure that its vehicles, equipment, vehicle drivers, attendants and other employees and agents also comply with same to the extent applicable.

9. INDEPENDENT CONTRACTOR

It is understood and agreed that PROVIDER is an independent contractor and is not an employee or agent of COUNTY. This AGREEMENT is not intended and shall not be construed in any manner to create an employee-agent or master-servant relationship, nor does this AGREEMENT create a partnership, joint venture, or association between COUNTY and PROVIDER. No employee, officer, or agent, as the case may be, of PROVIDER shall have any claim whatsoever against COUNTY under this AGREEMENT or otherwise for compensation or benefits of any kind including, without limitation, vacation, sick leave, retirement benefits, Social Security, Workers' Compensation, or unemployment or disability insurance benefits.

It shall be the sole obligation of PROVIDER to withhold the appropriate amount of federal and state income taxes and Social Security taxes from employee compensation and to provide Workers' Compensation, disability and/or employment insurance for its employees as required by law.

10. RESPONSE AREA:

The attached map indicates the area (highlighted in green) in which Teton County EMS will be the primary response agency with PROVIDER intercepting based on intercept guidelines as set forth in an operational agreement between Teton County EMS and PROVIDER. Great Falls Emergency Service will provide emergency medical response to the remainder of the County.

11. INDEMNIFICATION

PROVIDER agrees to indemnify, hold harmless and defend COUNTY, its governing board, officers, agents, and employees, and each of them, from and against any and all losses, costs, expenses, claims, liabilities, attorneys' fees, actions, or damages including, without limitation, liability for injuries to or death of any person or persons, or damage to any property, arising as a result of PROVIDER's negligence or breach of any provision of this AGREEMENT.

12. GENERAL PROVISIONS

12.1 Non-discrimination. Both parties agree to abide by all applicable federal and state laws prohibiting discrimination against any employee, applicant for employment, or patient because of race, color, religion, sex, handicap, or place of national origin.

12.2 Partial invalidity. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.3 Venue. Should any suit or action be commenced to enforce or interpret the terms of this AGREEMENT or any claim arising under it, it is expressly agreed that proper venue shall be in the County of Cascade, State of Montana, it being understood that this AGREEMENT has been entered into and will be performed within the County of Cascade.

12.4 Notices. Any notice required to be given by either party to the other under this AGREEMENT shall be in writing, served by prepaid certified mail or personally upon the other party, addressed as follows:

TO COUNTY:
Director
Cascade County EMS Department
Courthouse Annex
325 2nd Ave. N.
Great Falls, MT 59401

TO PROVIDER:
Dave Kuhn, President
Great Falls Emergency Services
1070 River Walk Drive #252
Idaho Falls, ID 83402

EMS Manager
Great Falls Emergency Services
514 9th Ave. S.
Great Falls, MT 59405

Such service of notice shall be deemed made five (5) days from the date mailed.

12.5 Access to Records. PROVIDER shall, for a period of four (4) years following the conclusion of PROVIDER's performance pursuant to this AGREEMENT, maintain and make available upon written request, to the Secretary of the Department of Human Services or the Comptroller General of the United States, or their duly authorized representatives, PROVIDER's copy of this AGREEMENT and books, documents and records pertaining thereto, certifying the nature and extent of PROVIDER's costs pursuant to this AGREEMENT.

12.6 Conflict of Interest. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this AGREEMENT.

12.7 No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to COUNTY and PROVIDER. Nothing contained in this AGREEMENT shall give or allow any claim or right of action whatsoever by any other.

12.8 Modifications of AGREEMENT. No representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement or promise not contained in this AGREEMENT shall be valid or binding.

The remainder of this page remains blank.

Attachment I – Insurance Requirements

PROVIDER shall continuously provide insurance with valid certificate(s) of insurance submitted to COUNTY and shall submit sufficient evidence of insurance coverage that specifies or complies with the following:

- I. PROVIDER shall secure and maintain at its sole expense in full force during entire term of this AGREEMENT commercial general liability insurance, including contractual liability insurance as respects this AGREEMENT, in the amount of not less than two million (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate.
- II. PROVIDER shall secure and maintain at its sole expense in full force during the entire term of this AGREEMENT, automobile liability insurance with combined single limits (CSL) of not less than one million five hundred thousand dollars (\$1,500,000).
- III. Both commercial general liability and automobile liability policies shall be written by insurance companies that are admitted to do business in the State of Montana and that are rated by A. M. Best & Company with at least an A-VII rating. PROVIDER shall submit valid certificates of insurance indicating coverage and term to COUNTY.
- IV. PROVIDER shall carry and maintain in full force and effect during the term of the AGREEMENT Workers' Compensation insurance as required by the Montana Labor Code, or be permissibly self-insured. If insured, a certificate evidencing coverage shall be provided; if self-insured, a copy of their certificate of self-insurance shall be provided.
- V. PROVIDER shall also maintain at its sole expense during the term of authorization, professional liability (malpractice) insurance in amounts of not less than two million (\$2,000,000) per claim or occurrence and four million dollars (\$4,000,000) aggregate.
- VI. Said insurance shall not be subject to cancellation or reduction without ten (10) days prior to written notice to COUNTY.

IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.
GREAT FALLS EMERGENCY SERVICES

By: _____
It's Authorized Representative

STATE OF MONTANA)

:SS

County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of December, 2020, by _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Notary Public for the State of Montana Residing at

(NOTARIAL SEAL)

My Commission expires: _____

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures

Rina Ft. Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Contract #20-199

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Contract 20-199 Acceptance of Annual USDA
Commodities Supplemental Food Program Contract
between Montana DPHHS and Cascade County Aging
Services

ACTION REQUESTED: Approve Contract #20-199

PRESENTED BY: Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The USDA Commodities Supplemental Food Program (CSFP) is administered in Montana by the Department of Public Health & Human Services (DPHHS) Intergovernmental Services Bureau and is open to persons over 60 years of age who meet income guidelines. The program provides approximately 40 pounds of staple foods to supplement the diets of low-income elderly in Montana to reduce food insecurity. DPHHS contracts with various agencies throughout the state to ensure that the program is available to anyone who might need it. Cascade County Aging Services provides the program via contract with the state to qualifying clients in Cascade County. The program is renewed annual. Case load for Cascade County on initial contract is 430 clients and initial reimbursement is \$4.00/client/month. The contract provides funds only for distribution done through Deember 11, 2020 at this time due to Federal Continuing Resolutions for USDA. The scope of work for the contract runs October 1, 2020 through September 30, 2021. Initial authorization is for \$4,128 of services and will be modified as additional continuing resolutions are approved by Congress and/or full funding for the fiscal year is approved. There are no local funds required to administer this contract.

RECOMMENDATION:

Staff recommends that the Commission approve Contract #20-199 acceptance of Annual USDA Commodities Supplemental Food Program contract with MT DPHHS on behalf of Cascade County Aging Services. Initial funding authorization is for \$4,128. Contract valid October 1, 2019 through September 30, 2020.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-199 acceptance of the annual contract between Montana DPHHS and Cascade County Aging Services for the administration of the USDA Commodities Supplemental Food Program.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-199 acceptance of the annual contract between Montana DPHHS and Cascade County Aging Services for the administration of the USDA Commodities Supplemental Food Program.

CONTRACT NUMBER 21027210050

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, ("Department"), whose contact information is as follows: 1500 N. 6th Street, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and County of Cascade, Area VIII Agency on Aging, ("Contractor") whose contact information is as follows: Federal Tax ID 81-6001343, DUNS Number 010360493, 1801 Benefis Court, Great Falls, MT, 59405, Phone Number (406) 454-6990, and Fax Number (406) 454-6991; respectively (collectively, the "Parties").

"Contractor" means a sub-recipient or non-federal entity as defined in 2 CFR 200.93.

RECITALS

Therefore, in consideration of the foregoing recitals, covenants, terms and conditions set forth herein, the Parties agree as follows:

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies., (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Policy Memorandum FD-138
 - 7. Attachment F: Federal and State Law Requirements
 - 8. Attachment G: Insurance Requirements
 - 9. Attachment H: Assurances

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 1, 2020 through September 30, 2021 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount of \$4.00 per client served for that month, not to exceed the assigned caseload listed in Attachment C of this agreement under FFY21 Continuing Resolution #1, not to exceed \$4,128 through December 11, 2020.

1. Payment to the Contractor shall be made to:

Area VIII Agency On Aging
1801 Benefis Court
Great Falls, Montana 59405

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, Grant Award Document Number 3MT810815.

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

SECTION 4. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 5. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section

from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 7. INDEMNIFICATION

A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.

B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.

C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 8. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 9. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment G, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 10. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment F to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

The Contractor may not discriminate in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.

- C. The Contractor must submit the assurances, where applicable, set forth in Attachment F and attached as Attachment H, to this Contract prior to commencement of work under this Contract.

- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Sub recipient name: **County of Cascade**
 - 2. Sub recipient Unique Entity Identifier: **Duns #010360493**
 - 3. FAIN number: **3MT810815**
 - 4. Federal award date: **October 6, 2020**
 - 5. Federal award start and end date: **October 1, 2020 to September 30, 2021**
 - 6. Total amount of funds obligated with this action: **\$4,128**
 - 7. Amount of funds obligated to sub recipient: **\$4,128**
 - 8. Total amount of the federal award: **\$4,128**
 - 9. Project description: **Commodity Supplemental Food Program**
 - 10. Awarding agency/pass-through entity/contact info: **See Section 18.**
 - 11. CFDA number/name: **10.565-Commodity Supplemental Food Program**
 - 12. Research and Development: **No**
 - 13. Indirect cost rate: **N/A – See Section 3.B.3.**

SECTION 12. REGISTRATION OF OUT OF STATE ENTITIES

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SECTION 13. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contractor or information provided to the Contractor, both in hard-copy form and as may embodied on any recording and storage media, is deemed Department property and, upon request at the termination or expiration of this Contract, shall be delivered to the Department.

SECTION 14. CONFIDENTIALITY**A. Personal Information**

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person.
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other information obtained through the Department, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

- F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 15. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third-party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 16. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- D. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with contract monies to describe and promote services provided through this Contract.

SECTION 17. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 18. LIAISON AND SERVICE OF NOTICES

Sara Loewen, Phone Number (406) 447-4265, Fax Number (406) 447-4287, sloewen@mt.gov, or their successor, is the liaison for the Department. Kim Thiel-Schaaf, Phone Number (406) 454-6990, Fax Number (406) 454-6991, kthiel-schaaf@cascadecountymt.gov, or their successor, is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract.

SECTION 19. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 20. CONTRACT TERMINATION

- A. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any Attachment to this Contract, or which

otherwise may be applicable to the Contract arising from the performance of Services under this Contract.

- C. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.

SECTION 21. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated service and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the

replacement of this Contract: costs of competitive bidding, mailing, advertising and staff time costs.

Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 22. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.

SECTION 23. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.

- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Signature

AREA VIII AGENCY ON AGING

BY: _____ Date: _____
Signature

ATTACHMENT A To Contract No. 21027210050**SCOPE OF WORK**

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-1 by e-mail or facsimile and/or mail, in which case Attachment C-1 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program;
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. require all religious affiliated sub-agency contractors to comply with USDA policy Memorandum FD-138 "Written Notice and Referral Requirements for Beneficiaries Receiving TEFAP and CSFP Benefits from Religious Organizations" hereby made a part of the Agreement as Attachment E contained herein.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified and credentialed as required by law.
- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal

administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
 - 1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 - 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 - 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 - 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2021.

Attachment B To Contract No. 21027210050

INCOME GUIDELINES

FFY 2020 Initial Exhibit B

2020 Commodity Supplemental Food Program (CSFP)

ELDERLY INCOME GUIDELINES

130% OF POVERTY LEVEL OR LESS

Guidelines Effective February 11, 2020

130% OF POVERTY INDEX

HOUSEHOLD SIZE	FEDERAL POVERTY 2019 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$12,760	\$16,588	\$1,383	\$692	\$638	\$319
2	\$17,240	\$22,412	\$1,868	\$934	\$862	\$431
3	\$21,720	\$28,236	\$2,353	\$1,177	\$1,086	\$543
4	\$26,200	\$34,060	\$2,839	\$1,420	\$1,310	\$655
5	\$30,680	\$39,884	\$3,324	\$1,662	\$1,534	\$767
6	\$35,160	\$45,708	\$3,809	\$1,905	\$1,758	\$879
7	\$39,640	\$51,532	\$4,295	\$2,148	\$1,982	\$991
8	\$44,120	\$57,356	\$4,780	\$2,390	\$2,206	\$1,103
For each add'l family member, add.....	\$4,480	\$5,824	\$486	\$243	\$224	\$112

Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #83 FR 2642, pages 2642-2644 (3 pages), Document #2019-00814

Attachment C To Contract No. 21027210050

CASELOAD ASSIGNMENTS

CASELOAD ASSIGNMENTS FOR THE PERIOD Beginning July 1, 2020

This is the July 1, 2020 agency caseload slot assignment for Federal Fiscal Year 2020 CSFP contracts. Caseloads will be reassessed MONTH-BY-MONTH and new caseload assignments may be made throughout the remainder of FFY 2020.

AGENCY NAME		CASELOAD
AREA V AGENCY ON AGING - BUTTE		400
DISTRICT 9 HRDC-GVFB – BOZEMAN		320
N. CENTRAL AOA - CONRAD		215
ACTION FOR E. MONTANA - GLENDIVE		511
AREA VIII AOA-CASCADE CNTY-GREAT FALLS		430
HILL COUNTY COA - HAVRE		110
ROCKY MOUNTAIN DEV COUNCIL-HELENA		563
FLATHEAD FOOD BANK - KALISPELL		550
MISSOULA FOOD BANK - MISSOULA		650
AREA VI AOA - POLSON		842
AREA II AOA – ROUNDUP		1022
RAVALLI COUNTY COA - HAMILTON		252
Estimated CASELOAD:		5,865

REGULATIONS: Federal statutes (7 CFR 247.21) state a base caseload for the following year will be based on the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year. Final caseload assignments are dependent on Congressional funding and Presidential signature of the Annual Agriculture Bill.

Attachment D To Contract No. 21027210050

CSFP CONTRACTORS REMOTE LOCATIONS

ATTACHMENT "D"

FFY2020

CSFP CONTRACTORS REMOTE LOCATIONS (ASTERIX INDICATES CONTRACT IN PLACE)

Full Caps Agencies are contracted by the state to provide CSFP services in their areas (Currently there are 12 Local Agency Contracts renewed annually). * indicates a subcontracted agency to provide certification services, outreach and nutritional education and ** indicates a site designated by the state contracted local agency to receive commodity deliveries to store, create individual food packages and distribute food packages to participants (there are 48 sites that receive deliveries of commodities in case lots)

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND

BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600

** Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600

Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421

Clyde Park – Issuance – Livingston Food Pantry - 222-5335

Emigrant – Issuance – Livingston Food Pantry – 222-5335

Ennis – Issuance – Mobile Delivery – 586-7600

Gallatin Gateway – Issuance – Mobile Delivery – 586-7600

Gardiner – Issuance – Gardiner Food Pantry – 222-5335

Harrison-Issuance – Mobile Delivery – 586-7600

Livingston – Issuance – Livingston Food Pantry – 222-5335

Manhattan – Issuance – Mobile Delivery – 586-7600

Pony – Issuance – Mobile Delivery – 586-7600

Pray – Issuance – Mobile Delivery – 586-7600

Three Forks – Issuance – Mobile Delivery – 586-7600

West Yellowstone – Issuance – Gallatin Valley Food Bank

Wilsall – Issuance – Mobile Delivery – 222-5335

Willow Creek – Issuance – Mobile Delivery – 586-7600

COUNTIES SERVED: Gallatin, Madison and Park

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET

BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

** Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504

** Butte – Certification and Issuance – 1015 S Montana – 782-5555

ATTACHMENT D – FFY2020 CSFP CONTRACTORS REMOTE LOCATIONS

- ** Deer Lodge – Certification and Issuance – Courthouse – 846-9789
- ** Dillon – Certification and Issuance – Mobile Delivery – 865-0749
- Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
- COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

- Big Sandy – Issuance - Sr Center – 378-2405
- ** Browning – Certification and Issuance – Food Bank – 338-7340
- Chester – Issuance – PO Box 13 – 759-5244
- Choteau – Issuance – Mobile Delivery – 476-3424
- ** Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
- Cut Bank – Issuance – 715 E Main – 873-2961
- Dupuyer – Issuance – Mobile Delivery – 279-3527
- Dutton – Issuance – Sr Center – 476-3227
- Fairfield – Issuance – Mobile Delivery – 476-3424
- Fort Benton – Issuance – 1408 Front Street – 622-3601
- ** Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
- Heart Butte – Certification and Issuance – Sr Center – 338-2222
- Kevin – Issuance – Mobile Delivery
- Power – Issuance – Mobile Delivery – 476-3424
- Shelby – Issuance – 739 N Benton – 434-2992
- Sunburst – Issuance – Mobile Delivery
- Valier – Issuance – Mobile Delivery – 279-3527
- COUNTIES SERVED: Blaine, Choteau, Glacier, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLENDDIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

- */** Baker – Certification and Issuance – PO Box 1025 – 778-3595
- */** Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646
(Manor), Delivery – 119 N. Park Avenue
- */** Circle – PO Box 442, 485-2418
- */** Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
- */** Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
- **/* Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
- */** Glendive – Certification and Issuance – 604 Grant Street – 377-3791
- */** Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
- */** Jordan – Certification and Issuance – PO Box 364 - 852-4588
- */** Malta – Certification and Issuance – PO Box 1267 – 654-1235
- */** Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482

ATTACHMENT D – FFY2020 CSFP CONTRACTORS REMOTE LOCATIONS

- */** Nashua – Certification and Issuance – PO Box 105/709 Front Street – 746-3370
 - */** Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
 - */** Sidney – Certification and Issuance – 123 W. Main/1201 W. Holly Street #1,433-4353
 - */** Terry – Certification and Issuance – PO Box 873 - 635-5364
 - */** Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645
 - */** Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221
- COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

AREA VIII AGENCY ON AGING (RSVP)

1801 BENEFIS COURT
GREAT FALLS, MT 59405

COMMUNITIES AND SURROUNDING AREAS SERVED:

- Belt – Issuance – Mobile Delivery – 454-6990
 - Cascade – Issuance – Mobile Delivery – 454-6990
 - Centerville – Issuance – Mobile Delivery – 454-6990
 - ** Great Falls – Certification and Issuance and Mobile Delivery – 454-6990
 - Fort Shaw – Issuance – Mobile Delivery – 454-6990
 - Monarch – Issuance – Mobile Delivery – 454-6990
 - Neihart – Issuance – Mobile Delivery – 454-6990
 - Ulm – Issuance – Mobile delivery – 454-6990
 - Vaughn – Issuance – Mobile Delivery – 454-6990
- COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD
HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

- Corvallis - Mobile and Home Delivery & Certification - 363-5690
 - Darby - Mobile and Home Delivery & Certification - 363-5690
 - Florence – Home Delivery & Certification - 363-5690
 - **Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690
 - Stevensville - Mobile and Home Delivery & Certification - 363-5690
 - Sula – Mobile and Home Delivery & Certification - 363-5690
 - Victor - Mobile and Home Delivery & Certification - 363-5690
- COUNTY SERVED: Ravalli

ATTACHMENT D – FFY2020 CSFP CONTRACTORS REMOTE LOCATIONS

AREA X AGENCY ON AGING

2 2ND ST. WEST
HAVRE, MT 59501

COMMUNITIES AND SURROUNDING AREAS SERVED:

Chinook – Issuance - 324 Pennsylvania Ave – 357-2648

** Havre – Certification & Issuance – 2 West 2nd St – 265-5464

Harlem – Senior Center

COUNTY SERVED: Hill

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH
HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance – Main St. – 225-3656

Elliston-@ Post Office

** Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance –

Helena Food Share – 1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2
KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

** Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

ATTACHMENT D – FFY2020 CSFP CONTRACTORS REMOTE LOCATIONS

MISSOULA FOOD BANK

1720 WYOMING ST
MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543
Arlee – Issuance – Pick-up Only – 549-0543
Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543
Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543
Drummond – Issuance – Pick-up Only – 549-0543
East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543
Florence – Issuance – Pick-up Only – 549-0543
Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543
Huson – Issuance – Pick-up & Mobile Delivery – 549-0543
Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543
Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543
** Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543
Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543
Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543
COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5
POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

*Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343
** Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery
** Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery
** Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery
** Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery
*Lake County COA - Certification – 528 Main St – Ronan – 676-2367
Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
** Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
** Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
*Mineral County – St. Regis Community Center – 678-4240
** St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop – 649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637

ATTACHMENT D – FFY2020 CSFP CONTRACTORS REMOTE LOCATIONS

- Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
 - *Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
 - ** Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
 - ** Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both pickup and Mobile Delivery
 - ** Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile Delivery
- COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

- ** Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 – 932-4587 – Sweet Grass County service area
- */** Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 - 259-2269 –service area includes Yellowstone County & - Mobile Delivery - Lewistown – for Fergus & Judith Basin Counties service area
- ** Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-3462 – Big Horn County service area
- ** Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569 Wheatland County service area
- ** Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 – 962-3800 – Carbon and Stillwater Counties
- ** Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 - 477-8707 – N. Cheyenne Reservation service area
- ** Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area

COUNTIES SERVED: Bighorn, Carbon, Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, Stillwater, Sweet Grass, Wheatland, and Yellowstone

Attachment E To Contract No. 21027210050

POLICY MEMORANDUM FD-138



Food Distribution National Policy Memorandum

United States
Department of
Agriculture

Food and
Nutrition
Service

3101 Park
Center Drive

Alexandria, VA
22302-1500

DATE: June 10, 2016

POLICY NO: FD-138: The Emergency Food Assistance Program (TEFAP),
Commodity Supplemental Food Program (CSFP)

SUBJECT: Written Notice and Referral Requirements for Beneficiaries Receiving
TEFAP and CSFP Benefits from Religious Organizations

The purpose of this memorandum is to clarify the written notice and referral requirements for religious organizations that receive USDA Foods or administrative funding as part of The Emergency Food Assistance Program (TEFAP) or the Commodity Supplemental Food Program (CSFP). The U.S. Department of Agriculture's (USDA) overarching regulation on equal opportunity for religious organizations to participate in USDA assistance programs can be found at 7 CFR Part 16. The final rule entitled Federal Agency Final Regulations Implementing Executive Order 13559: Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations (Final Rule) amended 7 CFR Part 16 and directed agencies to provide policy guidance or reference materials on a number of program-specific topics. Religious organizations participating in TEFAP or CSFP must comply with these final regulations by July 5, 2016. Please note, Child Nutrition (CN) Programs, including USDA Foods in CN Programs, are treated in the same manner as an indirect assistance program under 7 CFR Part 16 and are therefore not subject to the notice and referral requirements contained within this memorandum.

Beneficiary Protections: Written Notice

In accordance with 7 CFR Part 16.4(f), faith-based or religious organizations that receive USDA Foods or administrative funds for TEFAP or CSFP must give written notice in the manner prescribed by this policy memorandum to all beneficiaries and prospective beneficiaries of the right to be referred to an alternate provider when available. The written notice must state that:

- (i) The organization may not discriminate against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- (ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;
- (iii) The organization must separate in time or location any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;
- (iv) If a beneficiary objects to the religious character of the organization, the organization will undertake reasonable efforts to identify and refer the

- beneficiary to an alternate provider to which the prospective beneficiary has no objection; the organization may not be able to guarantee, however, that in every instance, an alternate provider will be available; and
- (v) Beneficiaries may report violations of these protections (including denials of services or benefits) by an organization to the State agency (<http://www.fns.usda.gov/fdd/food-distribution-contacts>). The State agency will respond to the complaint and report the alleged violations to their respective USDA FNS Regional Office (<http://www.fns.usda.gov/fns-regional-offices>).

Organizations, inclusive of all recipient agencies and local agencies certifying potential beneficiaries and providing TEFAP and CSFP benefits to participants, must provide the written notice, per the program specific requirements described below, to applicants prior to the time they enroll in the program or receive services from such programs.

TEFAP

Preamble language to the final rule amending 7 CFR Part 16 provided for an exception to the individual written notice of beneficiary protections requirement. When the service provided to the beneficiary involves only a brief interaction between the provider and the beneficiary, and the beneficiary is receiving what may be a one-time service from the provider (such as a meal at an emergency kitchen or food for home consumption at a food pantry), the service provider may post the written notice of beneficiary protections in a prominent place, in lieu of providing individual written notice to each beneficiary.

This exception is applicable only to TEFAP. Accordingly, religious organizations providing TEFAP services can comply with the federal regulations and meet the requirements of this guidance memorandum by posting a written notice, which includes the complete list of beneficiary protections described above, at service locations. The posted written notice must be visible to all TEFAP beneficiaries and prospective beneficiaries upon entrance into the distribution site. A sample poster for posting written notice of beneficiary protections is included as an attachment to this memorandum.

CSFP

For religious organizations operating CSFP, individual written notice of beneficiary protections provided under 7 CFR Part 16, including the right to be referred to another organization, must be given to all applicants at the time that they apply for CSFP benefits. For beneficiaries already enrolled in the program as of the implementation date of this requirement, written notice must be provided no later than July 5, 2016.

A sample form for providing individual written notice of beneficiary protections is included as an attachment to this memorandum. Religious organizations can comply with federal regulations and meet the requirements of this guidance by providing CSFP applicants with this sample form at the time of application or by incorporating the required notification language at 7 CFR Part 16.4(f) into their existing CSFP applications or another format of their choice, provided that each individual beneficiary or prospective beneficiary receives an individual written notice, which includes the complete list of beneficiary protections described above.

Beneficiary Protections: Referral Requirements

In accordance with 7 CFR Part 16.4(g), if a beneficiary or prospective beneficiary of TEFAP or CSFP objects to the religious character of an organization that provides services under the program, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary to an alternate provider, if available, to which the prospective beneficiary has no objection. A sample form for recording a beneficiary referral request is included as an attachment to this memorandum.

In some cases, a referral option may not be available. What constitutes "reasonable efforts" will depend on the situation. Organizations should at a minimum attempt to identify an alternative provider, determine what services the alternative provider offers, and determine whether the alternative provider is accepting new referrals. Below are the standards that must be followed:

- In making the referral, the organization must comply with all applicable State and local privacy laws and regulations.
- A referral may be made to another faith-based organization, if the beneficiary has no objection to that provider. But if the beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.
- The referral must be to an alternate provider that is in reasonable geographic proximity to the organization making the referral and offers services that are similar in substance and quality to those offered by the organization, if one is available. The alternate provider also should have the capacity to accept additional clients, if one with capacity to accept additional clients is available. A referral may be made to non-USDA funded organizations, including non-TEFAP and non-CSFP providers, if necessary and available.
- If the organization determines that it is unable to identify an alternate provider, the organization must promptly notify the State agency, or local or eligible recipient agency with which it has an agreement. That agency must determine whether there is any other suitable alternate provider to which the beneficiary may be referred. A local or eligible recipient agency that receives a request for assistance in identifying an alternate provider may request assistance from the State agency. The State agency is ultimately responsible for ensuring an alternate provider is identified, if available.
- State agencies may assist recipient or local agencies or organizations by providing such entities with information regarding alternate providers. Such information regarding alternative providers should include providers (including secular and non-USDA funded organizations) within a reasonable geographic proximity that offer services that are similar in substance and quality and that would reasonably be expected to have the capacity to accept additional clients, provided any such organizations exist. Examples of alternate methods of referral the State agency could provide organizations may include but is not limited to referral to websites, hotlines, or other service providers funded by the State agency. An organization which relies on such information provided by the State

agency will be considered to have undertaken reasonable efforts to identify an alternate provider for the purposes of 7 CFR Part 16.

Record Keeping

State and local agencies must continue to follow record keeping requirements in accordance with current program regulations for both TEFAP and CSFP and 7 CFR 250.19. Such requirements extend to the maintenance of records of beneficiary referrals by religious organizations to other entities in accordance with the beneficiary protections at 7 CFR Part 16. All records must be maintained for a period of three years from the close of the fiscal year to which they pertain.

Monitoring

In accordance with USDA regulations at 7 CFR Part 16.6, FNS will monitor compliance with these new provisions during the course of regular program review and oversight. State agencies should continue to follow existing regulatory requirements and program mechanisms in regards to monitoring and enforcement of these requirements, including coverage of the minimum notice and referral requirements provided in this memorandum and maintenance of records related to referrals. FNS will use Management Evaluation Reviews to monitor compliance with this, and all, statutory and regulatory provisions in TEFAP and CSFP.

/s/ Original Signature on File

Laura Castro

Director

Food Distribution Division

Attachments

The Emergency Food Assistance Program (TEFAP) – Written Notice of Beneficiary Rights

Name of Organization:

Contact Information for Program Staff:

[Insert Phone Number]

[Insert Email Address]

Because TEFAP is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that—

- We may not discriminate against you on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- We may not require you to attend or participate in any explicitly religious activities that are offered by us, and any participation by you in these activities must be purely voluntary;
- We must separate in time or location any privately funded explicitly religious activities from activities supported with USDA direct assistance;
- If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available; and
- You may report violations of these protections (including denials of services or benefits) by an organization to the State agency (<http://www.fns.usda.gov/fdd/food-distribution-contacts>). The State agency will respond to the complaint and report the alleged violations to their respective USDA FNS Regional Office (<http://www.fns.usda.gov/fns-regional-offices>).

We must provide you with this written notice before you enroll in TEFAP or receive services from TEFAP, as required by 7 CFR part 16.

Alternate Service Location(s) or State Agency Contact Information:

[Insert Name of Organization and Contact Person]

[Insert Phone Number]

[Insert Email Address]

This Institution is an Equal Opportunity Provider

Commodity Supplemental Food Program (CSFP) – Written Notice of Beneficiary Rights

Name of Organization:

Contact Information for Program Staff (name, phone number, and email address, if appropriate):

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that—

- We may not discriminate against you on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- We may not require you to attend or participate in any explicitly religious activities that are offered by us, and any participation by you in these activities must be purely voluntary;
- We must separate in time or location any privately funded explicitly religious activities from activities supported with USDA direct assistance;
- If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available; and
- You may report violations of these protections (including denials of services or benefits) by an organization to the State agency (<http://www.fns.usda.gov/fdd/food-distribution-contacts>). The State agency will respond to the complaint and report the alleged violations to their respective USDA FNS Regional Office (<http://www.fns.usda.gov/fns-regional-offices>).

We must provide you with this written notice before you enroll in our program or receive services from the program, as required by 7 CFR part 16.

**The Emergency Food Assistance Program (TEFAP) and
Commodity Supplemental Food Program (CSFP) –
Beneficiary Referral Request**

Name of Organization:

Contact information for program staff (name, phone number, and email address, if appropriate):

If you object to receiving services from us based on the religious character of our organization, please complete this form and return it to the program contact identified above. Your use of this form is voluntary.

If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available.

☐ Please check if you want to be referred to another service provider.

Please provide the following information:

Your name:

Best way to reach you (phone/address/email):

FOR STAFF USE ONLY

1. Date of objection: __/__/__

2. Referral (check one):

() Individual was referred to (name of alternate provider and contact information):

() Individual was given State agency-provided referral information (i.e. a website, hotline, or list of other service providers funded by the State agency)

() Individual left without a referral

() No alternate service provider is available—summarize below what efforts you made to identify an alternate provider (including reaching out to State agency or local or eligible recipient agency):

ATTACHMENT F To Contract No. 21027210050

Rev. 4/2019

FEDERAL AND STATE LAW REQUIREMENTS**A. Compliance with Federal Authorities**

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age.
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.

12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.
16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
 - a. First-tier Subawards.
All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrc.gov.
 - b. Total Compensation of Recipient Executives.
 - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (1) the total Federal funding authorized to date under this award is \$25,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
 - ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:

- (1) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$25,000.
- (2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:
 DPHHS
 Attn: BFSD-FFATA Reporting
 PO Box 4210
 Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

i. in the subrecipient's preceding fiscal year, the subrecipient received:

- (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology For Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.

19. Patient Protection and Affordable Care Act – P.L. 111-148
20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

Attachment G To Contract No. 21027210050
INSURANCE REQUIREMENTS

Rev. 4/2019

I. Insurance.

Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

II. Primary Insurance.

Contractor's insurance coverage shall be primary insurance with respect to the Department, its officers, officials, employees, and volunteers, and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Department, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

III. Insurance Requirements.

Specific Requirements for Commercial General Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the State of Montana's general supervision of the Contractor; products and completed operations; and premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain occurrence coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), (OR combined single limits of \$1,000,000 per occurrence) to cover such claims as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles owned, leased, hired, or borrowed by the Contractor.

Specific Requirements for Professional Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors.

IV. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Department, its officers, employees, or volunteers; or 2) at its own expense, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. Note: The deductible/self-insured provision does not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA.

V. Certificates of Insurance.

Insurance is to be placed with an insurer with a Best's rating of no less than A-. Note: Best's ratings do not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under 2-9-211, MCA. All certificates and endorsements are to be received by the Department prior to the provision of a service or purchase of a product. Contractor must notify the Department immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies or self-insured memorandums of coverage at all times.

Attachment H to Contract No. 21027210050**ASSURANCES****DEPARTMENT'S ANNUAL CERTIFICATION**

DPHHS GS-301
Rev. 5/2019

**ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF
THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS**

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The Contractor, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair

advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

3. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729-3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (non-procurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

AREA VIII AGENCY ON AGING

BY: _____
Signature

Date: _____

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

- 1) U.S. Department Of Health & Human Services / Office Of Civil Rights www.hhs.gov/ocr/hipaa

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

- 2) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention
<http://www.cdc.gov/Other/privacy.html>

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.
<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies.

<https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

- National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955k, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Area VIII Agency Director
APPLICANT ORGANIZATION Area VIII Agency on Aging - Cascade County	DATE SUBMITTED

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
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(See reverse for public burden disclosure)

4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ kimerliegh Theil-Schaaf Title: _____ Area VIII Agency Director Telephone No.: _____ Date: _____		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;"> Federal Use Only: </td> <td style="width: 40%; padding: 5px;"> Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) </td> </tr> </table>		Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks ☐ Sub awardee ☐, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., ☐ RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Contract 20-201

MT DPHHS

CARES Act Funding Contract

\$43,000

Resolution 20-70

**Budget Appropriation
CARES Act Funding Contract
\$43,000**

December 8, 2020

Contract 20-203

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: MT Board of Crime Control Grant Award.
Subgrant: 20-CV01-92712,
Keeping Cascade County Safe: COVID-19

INITIATED & PRESENTED BY: Undersheriff Cory Reeves, Sheriff's Office

ACTION REQUESTED: Approval of Contract 20-203

BACKGROUND:

Cascade County Sheriff's Office was awarded The Montana Board of Crime Control (MBCC) Keeping Cascade County Safe: COVID-19 grant for \$15,813.00. This is a grant in which we are reimbursed for PPE up to \$15,813.00, regarding the COVID-19 emergency. We can submit any receipts we pay from October 1, 2020 to July 30, 2021.

TERM: October 1, 2020 – July 30, 2021.

COST:	Cascade County Sheriff's Office Cost:	\$0.00
	MBCC Allowable Funding:	<u>\$15,813.00</u>
	Total:	\$15,813.00

RECOMMENDATION: Approval of Contract 20-203

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-203, MBCC Keeping Cascade County Safe: COVID-19 Grant Award to reimburse the CCSO for 100% of the costs, up to \$15,813.00, spent on COVID-19 related costs.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-203, MBCC Keeping Cascade County Safe: COVID-19 Grant Award to reimburse the CCSO for 100% of the costs, up to \$15,813.00, spent on COVID-19 related costs.



CONTRACT

20-203

Montana Board of Crime Control

5 S Last Chance Gulch
PO Box 201408
Helena MT 59620
Phone (406)444-3604
Fax (406)444-4722
TTY (406)444-7099
www.mbcc.mt.gov

November 23, 2020

Peter Ohman
State Public Defender
Chairperson

Rick Kim
Fort Peck Executive Board
Member
Vice Chairperson

Laurie Barron
Superintendent

Tim Brurud
Youth Justice Council Chair

Katie Campbell
Probation Parole Officer

Jared Cobell
Assistant U.S. Attorney

William Dial
Whitefish Police Chief

Leo Dutton
Lewis & Clark Sheriff

Tim Fox
Attorney General

Wyatt Glade
Custer County Attorney

Beth McLaughlin
Court Administrator

Reginald Michael
Department of Corrections
Director

Laura Obert
Broadwater County
Commissioner

Olivia Rieger
7th Judicial District
District Court Judge

Angela Russell
Attorney

Geri Small
Professional & Community
Organizations

Derek VanLuchene
Public Representative

Cory Reeves
Cascade CO Sheriff's Office
3800 Ulm North Frontage Rd
Great Falls, MT 59401

RE: 20-CV01-92712 – Keeping Cascade County Safe: COVID-19
(Please refer to the above grant number in any correspondence.)

Dear Cory:

The Montana Board of Crime Control (MBCC) congratulates you on the award of your application.

Enclosed is your grant award and necessary instructions. If there has been a change in the Official Budget Representative or Project Director since the time of application, please complete a new signature page (<http://mbcc.mt.gov/Funding/Forms-Info>) and submit it with the signed award documents. Please have **James Larson, Chariman Cascade Co Comission,** complete and sign the following:

- Grant Award
- Special Conditions
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Civil Rights Training Certificate - <http://mbcc.mt.gov/Working-Together/Training>
- Risk Assessment

Documents require original signatures and must be returned to this office.

All grant funds are provided to subgrantees on a reimbursement basis, with proof of expenses incurred.

Quarterly Narrative and Financial Reports are required. You can begin reporting in the systems 16 days after the quarter opens and reports are due within 10 days following the end of each quarter/reporting period. Below is your user ID and password for logging in to *both* the Narrative and Financial Reporting Systems at <http://mbcc.mt.gov/Funding/Reporting>. Please note these are two separate systems and the ID and password are used for both.

Your User ID is: CV01-92712

Your Initial Password is: 0701

Please login immediately to set up your profile and email contacts to receive the reporting reminder emails. Please print the Narrative and Financial Reporting Instructions as a reference (<http://mbcc.mt.gov/Funding/Reporting>).

If you have any questions regarding your grant, please contact Mark Thatcher at (406) 444-3605.

Sincerely,

A handwritten signature in cursive script that reads "Natalia Bowser".

Natalia Bowser
Crime Control Bureau Chief

Enclosures



STATE OF MONTANA
BOARD OF CRIME CONTROL
5 Last Chance Gulch - Helena MT 59601-4178
Phone: (406) 444-3604 Fax: (406) 444-4722

GRANT AWARD

Subgrant: **20-CV01-92712** Keeping Cascade County Safe: COVID-19

Grantee: Cascade CO Sheriff's Office
3800 Ulm N Frontage Rd
Great Falls, MT 59404

FEIN: 816001343
Duration: 10/01/2020 through 07/30/2021
Proj. Dir: Cory Reeves

Award Date:		Personnel:	\$0.00
Federal Amount Awarded:	\$15,813.00	Contract Services:	\$0.00
State Amount Awarded:	\$0.00	Travel:	\$0.00
Guaranteed Local Matching:	\$0.00	Equipment:	\$15,813.00
		Operating:	\$0.00
Total:	\$15,813.00	Total:	\$15,813.00

Source of Federal Funds: 16.034 - Coronavirus Emerg. Supplement Funding

Special Conditions

Please see attached Special Conditions

I am pleased to inform you that the Board of Crime Control has approved your application for financial assistance. This grant is subject to the special conditions listed above, general conditions attached hereto, and must be implemented and administered along guidelines already established by your agency. This grant shall become effective, as of the date of award, when the grantee signs and returns a copy of this grant award to the Board of Crime Control.

Funds allocated to this project, both awarded and matching, must be obligated prior to: **07/30/2021**

Natalia Bowser
Crime Control Bureau Chief
Dept. of Corrections
Montana Board of Crime Control

Date

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above described grant on the terms and conditions set forth above or incorporated by reference therein.

James Larson
Chairman Cascade Co Commission

Date

SPECIAL CONDITIONS

Subgrant: **20-CV01-92712** **Keeping Cascade County Safe: COVID-19** **Cascade CO Sheriff's Office**

1. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the sub-recipient is to contact MBCC promptly for clarification. [ML2]

2. Subgrantee must obtain competitive bids for equipment and awards should be let to the lowest bidder. For equipment costing more than \$5,000.00, bids must be written and copies submitted with quarterly financial reports. If other than the lowest bid is accepted, a full justification must be submitted to the Board of Crime Control. [ML6]
3. This grant award is conditional upon availability of government funds and may be reduced at anytime due to budget reductions. [ML10]
4. Award of this grant does not commit the Board of Crime Control to future funding. [ML11]
5. Applicant must maintain time and attendance records to support personnel costs associated with grant project. [ML12]
6. State rates for mileage, per diem, and lodging are maximum amounts that can be charged to subgrants funded by MBCC.

Mileage rate: Effective 01/01/2020 57.5 cents per mile

Meals Allowance:	In-State	Out-of State
Morning Meal (12:01AM-10:00AM)	\$7.50	\$13.00
Midday Meal (10:01AM-3:00PM)	\$8.50	\$14.00
Evening Meal (3:01PM-12:00AM)	\$14.50	\$23.00
	\$30.50	\$50.00

In order to claim reimbursement for a meal, you must be in a travel status for more than 3 continuous hours within one of the time ranges. To receive the morning meal you must leave before 7:00AM and to receive the evening meal you must return after 6:01PM.

The lodging rate for Montana and federal lodging rate for out-of state lodging is available through the Internet at the following location:

<https://montana.policitech.com/dotNet/documents/?docid=690&mode=view>.

Grant funds may not be used to pay for out-of state travel without prior approval from MBCC.

Grant funds cannot be used for costs and fees associated with cancelation or changes to travel, (ie. Airline, hotels,

SPECIAL CONDITIONS

Subgrant: **20-CV01-92712** **Keeping Cascade County Safe: COVID-19** **Cascade CO Sheriff's Office**

registration, etc.) unless approved by MBCC.

Reimbursement for lodging without a receipt will be \$12.00

Allowable expenses include emergency working supplies taxi fares, and business telephone calls. Paid receipts must support individual expense items of \$25.00 or more. [ML15] [ML15]

7. The maximum rate for consultants is \$650.00 (excluding travel and subsistence costs) for an eight (8) hour day. An 8-hour day may include preparation, evaluation and travel time in addition to the time required for actual performance. Prior approval is required by MBCC for a rate exceeding \$650 or \$81.25 per hour. [ML16]
8. The subrecipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable and must be used to further the objectives of the program or deducted from the total project costs for the purpose of determining the federal share of costs. Further, the use of program income must be shown on the quarterly Financial Status Reports. [ML19]
9. Quarterly progress, financial, narrative and statistical reports, in a format required by MBCC are required for calendar quarters ending: September 30, December 31, March 31, and June 30. These reports are to be received by the Montana Board of Crime Control within 10 days following the end of the calendar quarter. Subgrantees who fail to submit reports by the due date will be subject to the following:

FIRST LATE REPORT: Subgrantee will be notified to cease all expenditures of grant funds until the reports are submitted.

SECOND LATE REPORT: The grant will be cancelled. The project director must appear before the Application Review Committee and petition to get the grant reinstated. [ML26]

10. Consultant services provided by consultants employed with profit, nonprofit, and not-for-profit organizations are subject to competitive bidding procedures. Contracted services provided by other types of organizations may also have restrictions. Please check with Crime Control staff prior to committing grant funds. [ML28]
11. Subgrantee may be required to appear before a subcommittee, at the Board's discretion, to explain their progress towards successful implementation of the grant. Should grant problems or deficiencies be detected, the subcommittee is authorized to initiate corrective actions. [ML34]
12. Any funds not properly obligated during the grant period shall lapse and revert to the Montana Board of Crime Control. [ML40]
13. Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities by this condition are:

a. New Construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register for Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

SPECIAL CONDITIONS

Subgrant: **20-CV01-92712** **Keeping Cascade County Safe: COVID-19** **Cascade CO Sheriff's Office**

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of the national or program environmental assessment of that funded program or activity. [ML49]

- 14 **COMMENCEMENT WITHIN 60 DAYS.** If a project is not operational within 60 days of the original start date of the award period, the subgrantee must report by letter to MBCC the steps taken to initiate the project, the reasons for delay, and the expected start date.

OPERATIONAL WITHIN 90 DAYS: If a project is not operational within 90 days of the original start date of the award period, the subgrantee must submit a second statement to MBCC explaining the implementation delay. Upon receipt of the 90-day letter MBCC may cancel the project. MBCC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrantee files and records must so note the extension. [ML60]

- 15 The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/grantee_complaint.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>. [ML70]

- 16 Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. [ML76]
- 17 Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>. [ML78]
- 18 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

SPECIAL CONDITIONS

Subgrant: **20-CV01-92712** **Keeping Cascade County Safe: COVID-19** **Cascade CO Sheriff's Office**

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide"). [ML79]

- 19 Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended. [ML83]
- 20 The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name). [ML89]

- 21 References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide. [ML106]
- 22 The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP, or OVW, as appropriate) during the grant period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list. [ML107]
- 23 If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify MBCC in writing of the potential duplication, and, if so requested by MBCC, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding. [ML108]
- 24 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data. [ML112]

- 25 Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application. [ML129]

SPECIAL CONDITIONS

Subgrant: **20-CV01-92712** **Keeping Cascade County Safe: COVID-19** **Cascade CO Sheriff's Office**

- 26 The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to MBCC in the manner (including within the timeframes) specified by MBCC, OJP and/or OVW, in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws. [ML135]
- 27 A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise MBCC in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements. [ML141]
- 28 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm>. (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here. [ML142]

- 29 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here. [ML143]

- 30 The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance. [ML145]

- 31 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here. [ML146]

- 32 In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There

SPECIAL CONDITIONS

Subgrant: 20-CV01-92712 Keeping Cascade County Safe: COVID-19 Cascade CO Sheriff's Office

may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact MBCC for guidance, and may not proceed without the express prior written approval of OJP and MBCC. [ML147]

- 33 Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact MBCC for guidance, and may not proceed without the express prior written approval of MBCC. [ML148]
- 34 No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

SPECIAL CONDITIONS

Subgrant: **20-CV01-92712** **Keeping Cascade County Safe: COVID-19** **Cascade CO Sheriff's Office**

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. [ML149]

- 35 The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient or sub-recipient that relate to the conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient, sub-recipient, and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award. [MLO]

- 36 The recipient and sub-recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient or sub-recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards. [ML178]
- 37 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program. [ML179]
- 38 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs." [ML180]
- 39 If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency. [ML181]
- 40 To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. [ML194]

SPECIAL CONDITIONS

Subgrant: **20-CV01-92712** **Keeping Cascade County Safe: COVID-19** **Cascade CO Sheriff's Office**

- 41 If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. [ML200]

- 42 Responsibility for the day-to-day conduct of the project rests with the sub-recipient. This specifically includes operations, data collection, analysis and interpretation.

Responsibility for the general oversight and redirection of the project, if necessary, rests with MBCC. MBCC will review and approve all activities in the requirements under the various stages, as approved in this award. [ML201]

- 43 On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements. [ML202]

- 44 The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipients breach procedures must include a requirement to report actual or imminent breach of PII to an MBCC Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. [ML203]

- 45 1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

SPECIAL CONDITIONS

Subgrant: **20-CV01-92712** **Keeping Cascade County Safe: COVID-19** **Cascade CO Sheriff's Office**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-verify@dhs.gov. E-Verify employer agents can email EVerify at EVerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
[ML236]

- 46 **SCOPE.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction)

SPECIAL CONDITIONS

Subgrant: 20-CV01-92712 Keeping Cascade County Safe: COVID-19 Cascade CO Sheriff's Office

discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

This condition only applies to Special-purpose districts, State of Montana Agencies, Counties, Cities, Local Government Entities and Tribal Governments. The afore mentioned entities shall follow their procedure policies. [ML237]

- 47 SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here. [ML238]

- 48 Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx> [ML247]
- 49 The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum -- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by MBCC (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

SPECIAL CONDITIONS

Subgrant: **20-CV01-92712** **Keeping Cascade County Safe: COVID-19** **Cascade CO Sheriff's Office**

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds. [ML248]

- 50 No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and / or Unmanned Aerial Vehicles (UAV) without prior written approval from MBCC. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Request (GAR) through the MBCC request process. [ML249]
- 51 The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, MBCC will provide notice of any additional CESF program-specific grants administrative requirements on special requirements page that are incorporated by reference here.

<https://www.ojp.gov/funding/explore/CESF-program-specific-condition> [ML250]

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above special conditions.

James Larson
Chariman Cascade Co Comission

Date

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 2nd day of December 2020.

Attest

On this 2nd day of December 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

December 8, 2020

Resolution 20-71

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Budget Amendment to increase Fund #2918-553
Public Safety Grants for the new MBCC
COVID-19 Grant Award

INITIATED AND PRESENTED BY: Undersheriff Cory Reeves
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Resolution 20-71

BACKGROUND:

The Cascade County Sheriff's Office applied for 20-CV01-92712-COVID-19 Keeping Cascade County Safe - Prevention and Preparation Grant. On October 1, 2020 the Montana Board of Crime Control (MBCC) awarded a total of \$15,813.00. This budget amendment resolution is necessary to increase expenditures and revenues in fund #2918-553 as per the grant award contract.

RECOMMENDATION: Approval of Budget Appropriation Resolution #20-71.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-71, increasing expenditures in Fund #2918-553 in the amount of \$15,813.00 offset by grant revenue from the MBCC COVID-19 Grant award.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-71, increasing expenditures in Fund #2918-553 in the amount of \$15,813.00 offset by grant revenue from the MBCC COVID-19 Grant award.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
PUBLIC SAFETY GRANT FUND #2918**

RESOLUTION 20-71

WHEREAS, the Commission passed Resolution 20-50 Adopting the Final Budget for FY2021 on September 1, 2020 as per MCA 7-6-4020 for all funds including Fund #2918 Public Safety Grants Fund; and

WHEREAS, the Cascade County Sheriff's Office applied for and received a grant from Montana Board of Crime Control (MBCC) in the amount of \$15,813 for Keeping Cascade County Safe COVID-19 to be used by the Cascade County Adult Detention Center; and

WHEREAS, a budget amendment is necessary to increase expenditures in Fund #2918-553 Public Safety Grants in the amount of \$15,813 which is offset by Federal grant revenues of \$15,813; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2019, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 8th Day of December, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners

CFDA # 16.034

Responsible Department: Adult Detention Center

Prepared by: Chrissy Wood

[illegible]

New grant from the MBCC for Keeping Cascade County Safe - Covid-19 Prevention and Preparation for Cascade County Adult Denton Center, effective 10/1/2020 through 7/30/2021.

Department Head Signature or
Elected Official Signature

Date _____

12/2/2020

Mary Embleton, Budget Officer

Date _____

Print Name



Montana Board of Crime Control

5 S Last Chance Gulch
PO Box 201408
Helena MT 59620
Phone (406)444-3604
Fax (406)444-4722
TTY (406)444-7099
www.mbcc.mt.gov

November 23, 2020

Cory Reeves
Cascade CO Sheriff's Office
3800 Ulm North Frontage Rd
Great Falls, MT 59401

RE: 20-CV01-92712 – Keeping Cascade County Safe: COVID-19
(Please refer to the above grant number in any correspondence.)

Dear Cory:

The Montana Board of Crime Control (MBCC) congratulates you on the award of your application.

Enclosed is your grant award and necessary instructions. If there has been a change in the Official Budget Representative or Project Director since the time of application, please complete a new signature page (<http://mbcc.mt.gov/Funding/Forms-Info>) and submit it with the signed award documents. Please have **James Larson, Chariman Cascade Co Comission,** complete and sign the following:

- Grant Award
- Special Conditions
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Civil Rights Training Certificate - <http://mbcc.mt.gov/Working-Together/Training>
- Risk Assessment

Documents require original signatures and must be returned to this office.

All grant funds are provided to subgrantees on a reimbursement basis, with proof of expenses incurred.

Quarterly Narrative and Financial Reports are required. You can begin reporting in the systems 16 days after the quarter opens and reports are due within 10 days following the end of each quarter/reporting period. Below is your user ID and password for logging in to *both* the Narrative and Financial Reporting Systems at <http://mbcc.mt.gov/Funding/Reporting>. Please note these are two separate systems and the ID and password are used for both.

Your User ID is: CV01-92712

Your Initial Password is: 0701

Please login immediately to set up your profile and email contacts to receive the reporting reminder emails. Please print the Narrative and Financial Reporting Instructions as a reference (<http://mbcc.mt.gov/Funding/Reporting>).

If you have any questions regarding your grant, please contact Mark Thatcher at (406) 444-3605.

Sincerely,

A handwritten signature in blue ink that reads "Natalia Bowser".

Natalia Bowser
Crime Control Bureau Chief

Enclosures

Peter Ohman
State Public Defender
Chairperson

Rick Kim
Fort Peck Executive Board
Member
Vice Chairperson

Laurie Barron
Superintendent

Tim Brurud
Youth Justice Council Chair

Katie Campbell
Probation Parole Officer

Jared Cobell
Assistant U.S. Attorney

William Dial
Whitefish Police Chief

Leo Dutton
Lewis & Clark Sheriff

Tim Fox
Attorney General

Wyatt Glade
Custer County Attorney

Beth McLaughlin
Court Administrator

Reginald Michael
Department of Corrections
Director

Laura Obert
Broadwater County
Commissioner

Olivia Rieger
7th Judicial District
District Court Judge

Angela Russell
Attorney

Geri Small
Professional & Community
Organizations

Derek VanLuchene
Public Representative



STATE OF MONTANA
BOARD OF CRIME CONTROL
5 Last Chance Gulch - Helena MT 59601-4178
Phone: (406) 444-3604 Fax: (406) 444-4722

GRANT AWARD

Subgrant: **20-CV01-92712** **Keeping Cascade County Safe: COVID-19**

Grantee: Cascade CO Sheriff's Office
3800 Ulm N Frontage Rd
Great Falls, MT 59404

FEIN: 816001343
Duration: 10/01/2020 through 07/30/2021
Proj. Dir: Cory Reeves

Award Date:		Personnel:	\$0.00
Federal Amount Awarded:	\$15,813.00	Contract Services:	\$0.00
State Amount Awarded:	\$0.00	Travel:	\$0.00
Guaranteed Local Matching:	\$0.00	Equipment:	\$15,813.00
		Operating:	\$0.00
Total:	\$15,813.00	Total:	\$15,813.00

Source of Federal Funds: 16.034 - Coronavirus Emerg. Supplement Funding

Special Conditions

Please see attached Special Conditions

I am pleased to inform you that the Board of Crime Control has approved your application for financial assistance. This grant is subject to the special conditions listed above, general conditions attached hereto, and must be implemented and administered along guidelines already established by your agency. This grant shall become effective, as of the date of award, when the grantee signs and returns a copy of this grant award to the Board of Crime Control.

Funds allocated to this project, both awarded and matching, must be obligated prior to: **07/30/2021**

Natalia Bowser

Natalia Bowser
Crime Control Bureau Chief
Dept. of Corrections
Montana Board of Crime Control

Date

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above described grant on the terms and conditions set forth above or incorporated by reference therein.

James Larson
Chairman Cascade Co Commission

Date

December 8, 2020

Contract #20-198

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-198
CDC COVID-19 Vaccination Program
Provider Agreement

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-198

BACKGROUND:

This agreement sets forth requirements to receive the publicly funded COVID-19 vaccine, constituent products, and ancillary supplies at no cost.

TERM: n/a

AMOUNT: n/a

RECOMMENDATION: Approval of Contract #20-198

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-198, CDC COVID-19 Vaccination Program Provider Agreement

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-198, CDC COVID-19 Vaccination Program Provider Agreement

CDC COVID-19 Vaccination Program Provider Agreement



Please complete Sections A and B of this form as follows:

The Centers for Disease Control and Prevention (CDC) greatly appreciates your organization's (Organization) participation in the CDC COVID-19 Vaccination Program. Your Organization's chief medical officer (or equivalent) and chief executive officer (or chief fiduciary)—collectively, Responsible Officers—must complete and sign the CDC COVID-19 Vaccination Program Provider Requirements and Legal Agreement (Section A). In addition, the CDC COVID-19 Vaccination Program Provider Profile Information (Section B) must be completed for each vaccination location covered under the Organization listed in Section A.

Section A. COVID-19 Vaccination Program Provider Requirements and Legal Agreement

Organization identification

Organization's legal name: Cascade County - City-County Health Department

Number of affiliated vaccination locations covered by this agreement: 1

Organization telephone: (406) 454-6950

Email: tgardner@casadecountymt.gov (must be monitored and will serve as dedicated contact method for the COVID-19 Vaccination Program)

Street address 1: 115 4th Street South

Street address 2:

City: Great Falls

County: Cascade

State: MT ZIP: 59401

Responsible officers

For the purposes of this agreement, in addition to Organization, Responsible Officers named below will also be accountable for compliance with the conditions specified in this agreement. The individuals listed below must provide their signatures after reviewing the agreement requirements.

Chief Medical Officer (or Equivalent) Information

Last name: Geyer First name: Raymond Middle initial:

Title: Contracted Medical Director Licensure state: MT Licensure number: MED-PHYS-LIC-6804

Telephone: (406) 454-2771 Email: ray.geyer@gfclinic.com

Street address 1: 1400 29th Street S

Street address 2:

City: Great Falls County: Cascade State: MT ZIP: 59405

Chief Executive Officer (or Chief Fiduciary) Information

Last name: Gardner First name: Trisha Middle initial:

Telephone: (406) 791-9261 Email: tgardner@casadecountymt.gov

Street address 1: 115 4th Street South

Street address 2:

City: Great Falls County: Cascade State: MT ZIP: 59401

Agreement requirements

I understand this is an agreement between Organization and CDC. This program is part of a collaboration under the relevant state, local, or territorial immunization program's cooperative agreement with CDC.

To receive one or more of the publicly funded COVID-19 vaccines (COVID-19 vaccine), constituent products, and ancillary supplies at no cost, Organization agrees that it will adhere to the following requirements:

1. Organization must administer COVID-19 vaccine in accordance with all requirements and recommendations of CDC and CDC's Advisory Committee on Immunization Practices (ACIP).¹
2. Within 24 hours of administering a dose of COVID-19 vaccine and adjuvant (if applicable), Organization must record in the vaccine recipient's record and report required information to the relevant state, local, or territorial public health authority. Details of required information (collectively, Vaccine Administration Data) for reporting can be found on CDC's website.²

Organization must submit Vaccine Administration Data through either (1) the immunization information system (IIS) of the state and local or territorial jurisdiction or (2) another system designated by CDC according to CDC documentation and data requirements.²

Organization must preserve the record for at least 3 years following vaccination, or longer if required by state, local, or territorial law. Such records must be made available to any federal, state, local, or territorial public health department to the extent authorized by law.
3. Organization must not sell or seek reimbursement for COVID-19 vaccine and any adjuvant, syringes, needles, or other constituent products and ancillary supplies that the federal government provides without cost to Organization.
4. Organization must administer COVID-19 vaccine regardless of the vaccine recipient's ability to pay COVID-19 vaccine administration fees.
5. Before administering COVID-19 vaccine, Organization must provide an approved Emergency Use Authorization (EUA) fact sheet or vaccine information statement (VIS), as required, to each vaccine recipient, the adult caregiver accompanying the recipient, or other legal representative.
6. Organization's COVID-19 vaccination services must be conducted in compliance with CDC's *Guidance for Immunization Services During the COVID-19 Pandemic* for safe delivery of vaccines.³
7. Organization must comply with CDC requirements for COVID-19 vaccine management. Those requirements include the following:
 - a) Organization must store and handle COVID-19 vaccine under proper conditions, including maintaining cold chain conditions and chain of custody at all times in accordance with the manufacturer's package insert and CDC guidance in CDC's *Vaccine Storage and Handling Toolkit*, which will be updated to include specific information related to COVID-19 vaccine;
 - b) Organization must monitor vaccine storage unit temperatures at all times using equipment and practices that comply with guidance in CDC's *Vaccine Storage and Handling Toolkit*;
 - c) Organization must comply with each relevant jurisdiction's immunization program guidance for dealing with temperature excursions;
 - d) Organization must monitor and comply with COVID-19 vaccine expiration dates; and
 - e) Organization must preserve all records related to COVID-19 vaccine management for a minimum of 3 years, or longer if required by state, local, or territorial law.
8. Organization must report the number of doses of COVID-19 vaccine and adjuvants that were unused, spoiled, expired, or wasted as required by the relevant jurisdiction.
9. Organization must comply with all federal instructions and timelines for disposing of COVID-19 vaccine and adjuvant, including unused doses.⁴
10. Organization must report any adverse events following vaccination to the Vaccine Adverse Event Reporting System (VAERS) (1-800-822-7967 or <http://vaers.hhs.gov/contact.html>).
11. Organization must provide a completed COVID-19 vaccination record card to every COVID-19 vaccine recipient, the adult caregiver accompanying the recipient, or other legal representative. Each COVID-19 vaccine shipment will include COVID-19 vaccination record cards.
12. a) Organization must comply with all applicable requirements as set forth by the U.S. Food and Drug Administration, including but not limited to requirements in any EUA that covers COVID-19 vaccine.

b) Organization must administer COVID-19 vaccine in compliance with all applicable state and territorial vaccination laws.

This agreement expressly incorporates all recommendations, requirements, and other guidance that this agreement specifically identifies. Organization must monitor such identified guidance for updates. Organization must comply with such updates.

¹ www.cdc.gov/vaccines/hcp/acip-recs/index.html

² www.cdc.gov/vaccines/programs/iis/index.html

³ www.cdc.gov/vaccines/pandemic-guidance/index.html

⁴ www.cdc.gov/vaccines/hcp/admin/storage-handling.html

⁵ The disposal process for remaining unused COVID-19 vaccine and adjuvant may be different from the process for other vaccines; unused vaccines must remain under storage and handling conditions noted in Item 7 until CDC provides disposal instructions; website URL will be made available.

⁶ See Pub. L. No. 109-148, Public Health Service Act § 319F-3, 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e; 85 Fed. Reg. 15,198, 15,202 (March 17, 2020).

CDC COVID-19 Vaccination Program Provider Agreement

By signing this form, I certify that all relevant officers, directors, employees, and agents of Organization involved in handling COVID-19 vaccine understand and will comply with the agreement requirements listed above and that the information provided in sections A and B is true.

The above requirements are material conditions of payment for COVID-19 vaccine administration claims submitted by Organization to any federal healthcare benefit program, including but not limited to Medicare, Medicaid, and the Health Resources and Services Administration COVID-19 Uninsured Program. Reimbursement for administering COVID-19 vaccine is not available under any federal healthcare benefit program if Organization fails to comply with these requirements with respect to the administered COVID-19 vaccine dose. Each time Organization submits a reimbursement claim for COVID-19 vaccine administration to any federal healthcare benefit program, Organization expressly certifies that it has complied with these requirements with respect to that administered dose.

Non-compliance with the terms of Agreement may result in suspension or termination from the CDC COVID-19 Vaccination Program and criminal and civil penalties under federal law, including but not limited to the False Claims Act, 31 U.S.C. § 3729 et seq., and other related federal laws, 18 U.S.C. §§ 1001, 1035, 1347, 1349.

By entering Agreement, Organization does not become a government contractor under the Federal Acquisition Regulation.

Coverage under the Public Readiness and Emergency Preparedness (PREP) Act extends to Organization if it complies with the PREP Act and the PREP Act Declaration of the Secretary of Health and Human Services.⁶

Organization Medical Director (or equivalent)

Last name: Geyer First name: Raymond Middle initial: A
Signature: Raymond A Geyer DO Date: Nov 19, 2020

Chief Executive Officer (chief fiduciary role)

Last name: Gardner First name: Trisha Middle initial:
Signature: [Signature] Date: 11/19/2020

For official use only: Date Received Date Disposed

IIS ID, if applicable:

Unique COVID-19 Organization ID (Section A)*:

*The jurisdiction's immunization program is required to create a unique COVID-19 ID for the organization named in Section A that includes the awardee jurisdiction abbreviation (e.g., an organization located in Georgia could be assigned "GA123456A." This ID is needed for CDC to match Organizations (Section A) with one or more Locations (Section B). This unique identifier is required even if there is only one location associated with an organization.

Section B. CDC COVID-19 Vaccination Program Provider Profile Information

Please complete and sign this form for your Organization location. If you are enrolling on behalf of one or more other affiliated Organization vaccination locations, complete and sign this form for each location. Each individual Organization vaccination location must adhere to the requirements listed in Section A.

Organization identification for individual locations

Organization location name:

Cascade City-County Health Department

Will another Organization order COVID-19 vaccine for this site?

☐ If YES, provide Organization name:

Contact information for location's primary COVID-19 vaccine coordinator

Last name: Moorehead

First name: Veda

Middle initial:

Telephone: (406) 761-9886

Email: vmoorehead@cascadecountymt.gov

Contact information for location's backup COVID-19 vaccine coordinator

Last name: Harris

First name: Lenore

Middle initial:

Telephone: (406) 454-5079

Email: lharris@cascadecountymt.gov

Organization location address for receipt of COVID-19 vaccine shipments

Street address 1: 115 4th Street South

Street address 2:

City: Great Falls

County: Cascade

State: MT ZIP: 59401

Telephone: (406) 454-9650

Fax: 4064546959

Organization address of location where COVID-19 vaccine will be administered (if different from receiving location)

Street address 1:

Street address 2:

City:

County:

State:

ZIP:

Telephone:

Fax:

Days and times* vaccine coordinators are available for receipt of COVID-19 vaccine shipments

Monday	Tuesday	Wednesday	Thursday	Friday
AM: 0800	AM: 0800	AM: 0800	AM: 0800	AM: 0800
PM: 1700	PM: 1700	PM: 1700	PM: 1700	PM: 1700

For official use only:

VTrckS ID for this location, if applicable:

Vaccines for Children (VFC) PIN, if applicable:

HS ID, if applicable:

Unique COVID-19 Organization ID (from Section A):

Unique Location ID**:

**The jurisdiction's immunization program is required to create an additional unique Location ID for each location completing Section B. The number should include the awardee jurisdiction abbreviation. For example, if an organization (Section A) in Georgia (e.g., GA123456A) has three locations (main location plus two additional) completing section B, they could be numbered as GA123456B1, GA123456B2, and GA123456B3.

*Format for time must be a span of two times in military (24-hour) format. (e.g., 08:00-12:00 or 13:00-17:00)

V2020-10-01

CDC COVID-19 Vaccination Program Provider Agreement

COVID-19 vaccination provider type for this location (select one)

Commercial vaccination service provider
 Corrections/detention health services
 Health center – community (non-Federally Qualified Health Center/
 non-Rural Health Clinic)
 Health center – migrant or refugee
 Health center – occupational
 Health center – STD/HIV clinic
 Health center – student
 Home health care provider
 Hospital
 Indian Health Service
 Tribal health
 Medical practice – family medicine
 Medical practice – pediatrics
 Medical practice – internal medicine
 Medical practice – OB/GYN

Medical practice – other specialty
 Pharmacy – chain
 Pharmacy – independent
 Public health provider – public health clinic
 Public health provider – Federally Qualified Health Center
 Public health provider – Rural Health Clinic
 Long-term care – nursing home, skilled nursing facility, federally
 certified
 Long-term care – nursing home, skilled nursing facility, non-federally
 certified
 Long-term care – assisted living
 Long-term care – intellectual or developmental disability
 Long-term care – combination (e.g., assisted living and nursing home
 in same facility)
 Urgent care
 Other (Specify: _____)

Setting(s) where this location will administer COVID-19 vaccine (select all that apply)

☐ Child care or day care facility
☐ College, technical school, or university
☐ Community center
☐ Correctional/detention facility
☐ Health care provider office, health center, medical practice, or
 outpatient clinic
☐ Hospital (i.e., inpatient facility)
☐ In home
☐ Long-term care facility (e.g., nursing home, assisted living,
 independent living, skilled nursing)

☐ Pharmacy
☒ Public health clinic (e.g., local health department)
☐ School (K – grade 12)
☐ Shelter
☐ Temporary or off-site vaccination clinic – point of dispensing (POD)
☐ Temporary location – mobile clinic
☐ Urgent care facility
☐ Workplace
☐ Other (Specify: _____)

Approximate number of patients/clients routinely served by this location

Number of children 18 years of age and younger: UNK (Enter "0" if the location does not serve this age group. Enter "UNK" if unknown.)
 Number of adults 19 – 64 years of age: UNK (Enter "0" if the location does not serve this age group. Enter "UNK" if unknown.)
 Number of adults 65 years of age and older: UNK (Enter "0" if the location does not serve this age group. Enter "UNK" if unknown.)
 Number of unique patients/clients seen per week on average: UNK (Enter "UNK" if unknown.)

Influenza vaccination capacity for this location

Number of influenza vaccine doses administered during the peak week of the 2019–20 influenza season: 1000+
 (Enter "0" if no influenza vaccine doses were administered by this location in 2019–20. Enter "UNK" if unknown.)

Population(s) served by this location (select all that apply)

- | | |
|--|--|
| <input checked="" type="checkbox"/> General pediatric population | <input type="checkbox"/> Pregnant women |
| <input checked="" type="checkbox"/> General adult population | <input type="checkbox"/> Racial and ethnic minority groups |
| <input checked="" type="checkbox"/> Adults 65 years of age and older | <input checked="" type="checkbox"/> Tribal communities |
| <input checked="" type="checkbox"/> Long-term care facility residents (nursing home, assisted living, or independent living facility) | <input type="checkbox"/> People who are incarcerated/detained |
| <input checked="" type="checkbox"/> Health care workers | <input checked="" type="checkbox"/> People living in rural communities |
| <input checked="" type="checkbox"/> Critical infrastructure/essential workers (e.g., education, law enforcement, food/agricultural workers, fire services) | <input checked="" type="checkbox"/> People who are underinsured or uninsured |
| <input checked="" type="checkbox"/> Military – active duty/reserves | <input checked="" type="checkbox"/> People with disabilities |
| <input checked="" type="checkbox"/> Military – veteran | <input checked="" type="checkbox"/> People with <u>underlying medical conditions</u> * that are risk factors for severe COVID-19 illness |
| <input checked="" type="checkbox"/> People experiencing homelessness | <input type="checkbox"/> Other people at higher risk for COVID-19 (Specify: _____) |

Does your organization currently report vaccine administration data to the state, local, or territorial immunization information system (IIS)?

☒ If YES [List IIS Identifier: 80824] Optional. Leave blank if unknown

If **NOT**, please explain planned method for reporting vaccine administration data to the jurisdiction's IIS or other designated system as required:

Estimated number of 10-dose multidose vials (MDVs) your location is able to store during peak vaccination periods (e.g., during back-to-school or influenza season) at the following temperatures:

Refrigerated (2°C to 8°C):	<input type="checkbox"/> No capacity OR	Approximately <u>500</u>	additional 10-dose MDVs
Frozen (-15°C to -25°C):	<input type="checkbox"/> No capacity OR	Approximately <u>500</u>	additional 10-dose MDVs
Ultra-frozen (-60°C to -80°C):	<input checked="" type="checkbox"/> No capacity OR	Approximately _____	additional 10-dose MDVs

Storage unit details for this location

List brand/model/type of storage units to be used for storing COVID-19 vaccine at this location:

1. TurboAir/M3F24-1/Freezer
2. LabRepCo/LABLD-25-HG/Fridge
3. LabRepCo/LABLD-25-HG/Fridge
4. _____
5. _____

I attest that each unit listed will maintain the appropriate temperature range indicated above (please sign and date):

Medical/pharmacy director or location's vaccine coordinator signature: _____

Date: _____

Providers practicing at this facility (additional spaces for providers at end of form)[illegible]

09/29/20 Page 7 of 7



Montana Immunization Program

COVID-19 Vaccination Program Provider Agreement Addendum

This addendum captures information about your facilities to aid in approving your COVID-19 vaccinator enrollment and providing support during the vaccination project.

Organization Name Cascade City-County Health Department COVID Organization ID _____ (Official use only)

Location Name Cascade City-County Health Department COVID Location ID _____ (Official use only)

Point of Contact for Information Reported on this Addendum

Name Trisha Gardner Email tgardner@casadecountymt.gov Phone 406-791-9261

Vaccine Temperature Monitoring Capabilities

Data loggers are digital thermometers capable of continuously monitoring and recording temperatures on a predetermined schedule. COVID-19 vaccine providers must have a data logger in each vaccine storage unit and transport cooler.

At a minimum, data loggers must:

- Be continuous recording devices that take readings at least every 30 minutes
- Read temperatures from a buffered probe
- Display the current, minimum, and maximum temperatures on the outside of the storage unit
- Generate historic data that is able to be archived, reviewed, and sent to the Immunization Program.

In the table below, list the data loggers/thermometers to be used to monitor your COVID-19 vaccine inventory. If the thermometer is built-in to the storage unit, list the make (brand) and model of the storage unit.

Data Logger/Thermometer Make (Brand)	Model
VFC400/Control Solutions	VFC400-3

☒ I attest that each device listed above meets the requirements for monitoring COVID-19 vaccine.

Montana Data Report Consent Statement

Montana has an opt-in IIS (imMTrax), requiring consent be obtained and applied to a patient record in order for immunization information to be accessible. Facilities submitting data via HL7 document consent in their EHR, allowing for the release of that information to the IIS. Please review internal practices and documentation processes to ensure all intended COVID-19 vaccination data is submitted. Once finalized, facilities will receive additional guidance and instructions on reporting administered COVID-19 vaccine to persons who decline IIS consent.

COVID-19 Vaccination Data Reporting

All facilities must submit a primary and back-up method for reporting COVID-19 vaccination data. All data must be received within 24 hours of vaccine administration and include the required data elements. Inability to submit all required data elements may result in alternative data reporting methods being required. Data elements and other information can be found on our website: <https://dphhs.mt.gov/publichealth/immunization/covid19>.

COVID-19 Vaccination Data PRIMARY Reporting Method

- ☒ HL7 submission: Electronic Health Record (EHR) currently submits the required immunization data to the IIS
- ☐ imMTrax- Direct Entry
- ☐ Approved external mass vaccination system: _____
- ☐ Other (please explain): _____
- ☐ Unknown, please contact us to determine the best option

COVID-19 Vaccination Data BACK-UP or Emergency Reporting Method (check all that apply)

- ☐ HL7 submission to IIS: Electronic Health Record (EHR) actively submits the required immunization data to the IIS
- ☒ imMTrax- Direct Entry
- ☐ Approved external mass vaccination system: _____
- ☐ Spreadsheet (in case of network outage)
- ☐ Paper Report (in case of power failure)
- ☐ Other (please explain): _____

Will your facility administer COVID-19 vaccinations at a Satellite, Temporary, or Off-Site location?

- ☐ No
- ☒ Yes

If Yes, will your Primary or Back-Up Reporting Method be different at these locations?

- ☒ NO
- ☐ YES (explain): _____

Data Reporting Coordinator

All facilities are required to designate a primary and back-up Data Reporting Coordinator. Those designated will be contacted with any inquiries regarding data that is missing, invalid, incomplete, or requiring additional follow-up.

Contact Information for Location's Primary COVID-19 Data Reporting Coordinator

FIRST NAME: Veda LAST NAME: Moorehead
TELEPHONE: 4067619886 EMAIL: vmorehead@casadecountymt.gov

Contact Information for Location's Back-Up COVID-19 Data Reporting Coordinator

FIRST NAME: Lenore LAST NAME: Harris
TELEPHONE: 4064545079 EMAIL: lharris@casadecountymt.gov

SUBMIT FORM

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Contract #

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this _____ day of _____, 2020.

Attest

On this _____ day of _____ 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:**
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

December 8, 2020

Contract #20- 200

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-200
Amendment Number One
Contract No.: 20-25-5-41-167-0
Healthy Montana Families
Home Visiting Program
Contract for CARES ACT Package Funding

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-200

BACKGROUND:

This amendment is to increase compensation to the Healthy Montana Families Home Visiting Program contract for telehealth supplies and services.

TERM: June 23, 2020 – January 31, 2021

AMOUNT: \$ 8,250.00 (increase in funding)
\$ 254,603.00 (original amount)

RECOMMENDATION: Approval of Contract #20-200

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-200, Amendment Number One Contract No.: 20-25-5-41-167-0, Healthy Montana Families Home Visiting Program, Contract for CARES ACT Package Funding

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-200, Amendment Number One Contract No.: 20-25-5-41-167-0, Healthy Montana Families Home Visiting Program, Contract for CARES ACT Package Funding

CONTRACT AMENDMENT NUMBER ONE
CONTRACT FOR CARES ACT PACKAGE FUNDING
CONTRACT NUMBER 20-25-5-41-167-0

CONTRACT

20-200

This TASK ORDER AMENDMENT is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 1625 11th Ave, Helena, MT, 59601, and Phone Number 1-800-762-9891, and Fax Number (406) 444-2750, and Cascade City-County Health Department Tax ID 81-6001343, 115 4th St. S. Great Falls, MT 59401, and (406) 791-9262 for the purpose of committing the Contractor to provide health related services required by this task order.

Effective November 20, 2020 this Home Visiting Task Order is amended as follows. Existing language has been struck; amended language underlined.

1. Section 3, Services To Be Provided, will be amended as follows:

A. The Contractor agrees to:

1. through 27. Remain the same.

28. Adhere to CARES ACT Package Funding usages and limitations, as set forth in Attachment K.

B. Remains the same.

2. Section 5, Compensation, will be amended as follows:

A. through C. Remain the same.

D. Pursuant to CARES Act Package Funding Contract Amendment: Contractor will receive \$8,250.00 within five (5) business days upon execution of this Amendment for telehealth supplies & services; as described in Attachment K: CARES Act Package Funding. Contractor understands that CARES Act Package Funding will be voided if the Amendment is not executed before close of business on December 30th, 2020.

3. Section 6, Source of Funds and Funding Conditions, will be amended as follows:

A. through C. Remain the same.

D. The source of funds for the CARES Act Package Funding Amendment are from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Contract Number **20-25-5-41-167-0** remain unchanged. This Amendment consists of 2 numbered pages, in addition to Attachment K.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Jamie Palagi, Administrator

CONTRACTOR BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY MONTANA

By: _____ Date: _____
James L. Larson, Chairman

By: _____ Date: _____
Jane Weber, Commissioner

By: _____ Date: _____
Joe Briggs, Commissioner

ATTEST

On this ____ day of ____, 2020, I hereby attest the above-written signatures of James L. Larson, and Jane Weber, and Joe Briggs Cascade County Commissioners.

Rina Fontana Moore, Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL

CARES ACT PACKAGE FUNDING

Scope of work:

The CARES Act Package Funding Amendment is outlined for specific populations and locations within home visiting. The purpose of these funds is to provide virtual home visits to clients during the COVID-19 pandemic. This is one-time funding to purchase the needed technology.

Funding Usages and Limitations:

These funds must be spent in their entirety by December 30, 2020.

Eligible items for purchase include:

1. Upgrades to home visitor's laptops older than 4 years old
2. Tablets with Wi-Fi or data capabilities
3. Hot Spots
4. Prepaid monthly data for Hot Spots and/or Tablets
5. Headphones
6. Microphones
7. HIPAA compliant virtual platform subscription

If there are item(s) outside of this list, please include the rationale for the item(s) in the submitted plan. HMF will have the final decision as to whether or not an item is eligible for the CARES Act funding.

Funding Requirements:

Please note the responsibilities below that are required with this funding:

1. Submit a plan to mtmechv@mt.gov for sustainability past December 2020 by 11/20/2020 (no more than one page in length).
2. Submit a plan to mtmechv@mt.gov that outlines how the purchased items will support the service by 11/20/2020 (no more than one page in length).
3. Provide all receipts from purchased telehealth equipment and supplies that total to the amount above with the regular monthly expenditure reports.

December 8, 2020

Resolution #20-69

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Budget Amendment
Home Visiting Program
Contract for CARES ACT Package Funding

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Resolution #20-69

BACKGROUND:

This resolution is to increase budget authority for the Healthy Montana Families Home Visiting Program for telehealth supplies and services, as per Contract 20-200.

TERM: June 23, 2020 – January 31, 2021

AMOUNT: \$ 8,250.00 (increase in funding)
\$ 433,323.19. (original amount)

RECOMMENDATION: Approval of Resolution #20-69

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Resolution #20-69 increasing the budget authority in the Health Montana Families Home Visiting program, Fund 2973-303, in the amount of \$8,250 in expenditures offset by grant revenues in the amount of \$8,250.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Resolution #20-69 increasing the budget authority in the Health Montana Families Home Visiting program, Fund 2973-303, in the amount of \$8,250 in expenditures offset by grant revenues in the amount of \$8,250.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
HOME VISITING GRANT FUND COVID-19 INCREASE**

RESOLUTION 20-69

WHEREAS, the Commission approved Contract #20-129 August 11, 2020 which included funding in the amount of \$433,323.19 for Home Visiting services provided by the City-County Health Department, and

WHEREAS, the Commission approved Contract #20-200 this day, amending Contract 20-129 and providing COVID-19 funding in the amount of \$8,250 for telehealth supplies and services, and

WHEREAS, a budget amendment is necessary to increase the appropriations to provide the budget authority in the amount of \$8,250 which is offset by grant revenues in the amount of \$8,250; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2019, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 8th Day of December, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

REQUEST FOR BUDGET APPROPRIATION


Date: 11/24/2020To: Cascade County Board of CommissionersProgram Name: Home VisitingCFDA # 93.994Contract # 20-25-5-41-167-0Responsible Department: CCHDPrepared by: Joey McDermand

Please approve the following budget changes:


	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>							
Acct #	<u>2973</u>	-	<u>303</u>	-	<u>D0100</u>	-	<u>200.205</u>
Acct #	<u>2973</u>	-	<u>303</u>	-	<u>D0100</u>	-	<u>300.305</u>
Acct #		-		-	<u>D0100</u>	-	
Acct #		-		-	<u>D0100</u>	-	
					<u>0</u>	<u>8,250</u>	<u>8,250</u>
<u>Revenues</u>							
Acct #	<u>2973</u>	-	<u>303</u>	-	<u>33.1990</u>		
Acct #		-		-			
					<u>0</u>	<u>0</u>	<u>0</u>
					<u>0</u>	<u>8,250</u>	<u>8,250</u>

Explanation of budget changes:

COVID-19 funding.

Changes authorized by:

 Department Head Signature or
 Elected Official Signature

Date

11/30/2020

 Budget Officer

Date

11/30/2020Trisha Gardner

Print Name



Budget Performance Report

Fiscal Year to Date 11/25/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2973 - Home Visiting - Federal Funds										
REVENUE										
Department 303 - HMF Parents as Teachers										
33										
33.1000	Federal Grants	332,839.00	.00	332,839.00	.00	.00	.00	332,839.00	0	289,604.80
33.1990	COVID-19 Federal Sources	.00	.00	.00	.00	.00	.00	.00	+++	.00
33.4000	State Grants	15,000.00	.00	15,000.00	17,427.62	.00	17,427.62	(2,427.62)	116	37,413.05
33 - Totals		\$347,839.00	\$0.00	\$347,839.00	\$17,427.62	\$0.00	\$17,427.62	\$330,411.38	5%	\$327,017.85
34										
34.4110	Medicaid T.C.M. (New)	5,000.00	.00	5,000.00	47.39	.00	434.13	4,565.87	9	1,862.26
34 - Totals		\$5,000.00	\$0.00	\$5,000.00	\$47.39	\$0.00	\$434.13	\$4,565.87	9%	\$1,862.26
Department 303 - HMF Parents as Teachers Totals										
		\$352,839.00	\$0.00	\$352,839.00	\$17,475.01	\$0.00	\$17,861.75	\$334,977.25	5%	\$328,880.11
REVENUE TOTALS										
		\$352,839.00	\$0.00	\$352,839.00	\$17,475.01	\$0.00	\$17,861.75	\$334,977.25	5%	\$328,880.11
EXPENSE										
Department 303 - HMF Parents as Teachers										
Function D0100 - Public Health - Federal Funds										
100										
100.110	Salaries & Wages	210,281.00	.00	210,281.00	8,787.08	.00	66,150.36	144,130.64	31	227,466.80
100.140	Employer Contributions	71,378.00	.00	71,378.00	3,340.46	.00	19,601.92	51,776.08	27	69,205.58
100.145	Employer Contributions- Grants	(2,254.00)	.00	(2,254.00)	.00	.00	.00	(2,254.00)	0	.00
100.146	Union Pensions	314.00	.00	314.00	23.52	.00	107.76	206.24	34	315.36
100.150	Salaries & Wages, Grants	(6,545.00)	.00	(6,545.00)	.00	.00	.00	(6,545.00)	0	.00
100 - Totals		\$273,174.00	\$0.00	\$273,174.00	\$12,151.06	\$0.00	\$85,860.04	\$187,313.96	31%	\$296,987.74
200										
200.205	COVID-19 Supplies	.00	.00	.00	.00	.00	.00	.00	+++	.00
200.210	Office Supplies	660.00	.00	660.00	.00	.00	2.40	657.60	0	589.38
200.220	Operating Supplies	3,955.00	.00	3,955.00	410.00	.00	657.48	3,297.52	17	2,171.38
200 - Totals		\$4,615.00	\$0.00	\$4,615.00	\$410.00	\$0.00	\$659.88	\$3,955.12	14%	\$2,760.76
300										
300.305	COVID-19 Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
300.311	Postage	360.00	.00	360.00	.00	.00	.00	360.00	0	11.76
300.320	Printing & Typing	2,450.00	.00	2,450.00	.00	.00	5.56	2,444.44	0	274.84
300.330	Publicity, Subscrip.&Dues	3,375.00	.00	3,375.00	.00	3,065.00	.00	310.00	91	3,420.83
300.341	Electric	1,050.00	.00	1,050.00	49.59	.00	253.47	796.53	24	684.34
300.342	Water & Sewer	210.00	.00	210.00	8.42	.00	53.83	156.17	26	177.85
300.343	Telephone	876.00	.00	876.00	47.19	.00	222.43	653.57	25	385.68
300.344	Heating Fuel	450.00	.00	450.00	6.53	.00	21.53	428.47	5	179.07
300.348	Cell Phone Costs	720.00	.00	720.00	.10	.00	153.94	566.06	21	394.35
300.350	Professional Services	450.00	.00	450.00	.00	.00	.00	450.00	0	100.00
300.360	Repair & Maint. Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
300.361	Building Repairs	.00	.00	.00	.00	.00	.00	.00	+++	.00



Budget Performance Report

Fiscal Year to Date 11/25/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2973 - Home Visiting - Federal Funds										
EXPENSE										
Department 303 - HMF Parents as Teachers										
Function D0100 - Public Health - Federal Funds										
300										
300.370	Travel	2,707.00	.00	2,707.00	.00	.00	.00	2,707.00	0	2,452.06
300.374	Mileage County Vehicles	4,992.00	.00	4,992.00	59.00	.00	313.00	4,679.00	6	3,747.36
300.380	Training Services	2,400.00	.00	2,400.00	.00	.00	.00	2,400.00	0	1,760.00
300.390	Other Purchased Services	250.00	.00	250.00	9.39	.00	75.35	174.65	30	206.81
300 - Totals		\$20,290.00	\$0.00	\$20,290.00	\$180.22	\$3,065.00	\$1,099.11	\$16,125.89	21%	\$13,794.95
500										
500.530	Rental	.00	.00	.00	.00	.00	.00	.00	+++	.00
500 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
800										
800.811	Termination Losses	.00	.00	.00	.00	.00	.00	.00	+++	.00
800 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Function D0100 - Public Health - Federal Funds Totals		\$298,079.00	\$0.00	\$298,079.00	\$12,741.28	\$3,065.00	\$87,619.03	\$207,394.97	30%	\$313,543.45
Department 303 - HMF Parents as Teachers Totals		\$298,079.00	\$0.00	\$298,079.00	\$12,741.28	\$3,065.00	\$87,619.03	\$207,394.97	30%	\$313,543.45
EXPENSE TOTALS		\$298,079.00	\$0.00	\$298,079.00	\$12,741.28	\$3,065.00	\$87,619.03	\$207,394.97	30%	\$313,543.45
Fund 2973 - Home Visiting - Federal Funds Totals										
REVENUE TOTALS		352,839.00	.00	352,839.00	17,475.01	.00	17,861.75	334,977.25	5%	328,880.11
EXPENSE TOTALS		298,079.00	.00	298,079.00	12,741.28	3,065.00	87,619.03	207,394.97	30%	313,543.45
Fund 2973 - Home Visiting - Federal Funds Totals		\$54,760.00	\$0.00	\$54,760.00	\$4,733.73	(\$3,065.00)	(\$69,757.28)	\$127,582.28		\$15,336.66
Grand Totals										
REVENUE TOTALS		352,839.00	.00	352,839.00	17,475.01	.00	17,861.75	334,977.25	5%	328,880.11
EXPENSE TOTALS		298,079.00	.00	298,079.00	12,741.28	3,065.00	87,619.03	207,394.97	30%	313,543.45
Grand Totals		\$54,760.00	\$0.00	\$54,760.00	\$4,733.73	(\$3,065.00)	(\$69,757.28)	\$127,582.28		\$15,336.66

December 8, 2020

Contract #20-204

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM: Amendment to Contract 20-74 Montana DPHHS
CARES Act Grant – Second Payment

INITIATED AND PRESENTED BY: Trisha Gardner, Public Health Officer

ACTION REQUESTED: Approval of Contract #20-20-204

BACKGROUND:

On June 17, 2020, the Board of County Commissioners adopted Contract 20-74 which is an Agreement for funding made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the State of Montana is tasked with distributing payments for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Funds can be used for current and future COVID-19 response and preparedness activities, and public health operations and functions that have been disrupted by the current COVID-19 pandemic. Under this Agreement Cascade County previously received \$254,603. The Amendment before the Board reflects and second offering of \$254,603 which has been made available through the Agreement.

TERM: June 23, 2020 – January 31, 2021

AMOUNT: \$ 254,603.00

RECOMMENDATION: Approval of Contract #20-204.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-204 an Amendment to Contract 20-74 Montana DPHHS CARES Act Grant - Second Payment.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-204 an Amendment to Contract 20-74 Montana DPHHS CARES Act Grant - Second Payment.

Title

Cascade City-County Health Department

05/12/2020

id. 16354253

by **Trisha Gardner** in **Public Health Grants**

tgardner@cascadecountymt.gov

Public Health - 2nd Payment Acceptance

10/19/2020

***The Deadline for submitting this form is no later than Monday November 2th. *** If you have any questions please contact us at reliefapps.covid@mt.gov

Grant Agreement -
Amendment and
Acceptance of 2nd
Payment - CHOOSE
ONE

YES - I hereby **checked**
certify that the local
health department
has or anticipates
COVID staffing costs
that need additional
support between now
and December 30,
2020. I also agree to
continue to comply
with grant
requirements and
reporting.

Amount Requested: **254603.0**

NO - we do not have **unchecked**
further need and
DECLINE to accept
a 2nd payment.

Choose one box to click, as appropriate, and then click "Submit".

Amount Requested: **254603.0**

W-9 and EFT Forms for Completion

07/17/2020

SECTION 1:
Substitute W-9
REQUEST FOR
TAXPAYER
IDENTIFICATION
NUMBER AND
CERTIFICATION

For instructions on how to fill out this electronic version of a W-9, please download and read through the IRS instructions at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. Failure to complete these forms correctly will delay processing of awarded funds. Autofill features from your web browser may populate fields incorrectly - be sure to **DOUBLE CHECK** before you submit.

1. Name (as shown on your business income tax return) Name is required on this line; do not leave this line blank.

County of Cascade

2. Business name/disregarded entity name, if different from above.

Cascade City-County Health Department

3. Check the appropriate federal tax classification of the person/business whose name is entered on line 1 above. Select only one of the following options. If you are a nonprofit of any type please select the option "TAX-EXEMPT (501(C)(3))"

Government

Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

Local Government - Political Subdivision of State of Mt

If Other (See instructions)

4. Exemptions **3**
(codes apply only to certain entities, not individuals). Enter Exempt payee code (if any)

Enter Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.) See instructions. **325 2nd Ave N**

6. City **Great Falls**

State (2 letter abbreviation - such as MT) **MT**

ZIP code **59401**

Requester's name and address (optional) **PO Box 2305**

Please leave this field blank - For internal purposes only.

7. Select Type of Tax Identification Number: **FEIN**

Enter the selected Tax ID number in the corresponding field below. DO NOT enter a number in both fields or it will result in the awarded funds being delayed. Also DO NOT enter "N/A" in the field

Social Security
Number (must be 9
digits - no dashes)

Federal Employer
Identification Number
(9 digits - no dashes)

816001343

W-9 Certification **Under penalties of perjury, I certify that:**

1. The number shown **checked**
on this form is my
correct taxpayer
identification number
(or I am waiting for a
number to be issued
to me); and

2. I am not subject to **checked**
backup withholding
because: (a) I am
exempt from backup
withholding, or (b) I
have not been
notified by the
Internal Revenue
Service (IRS) that I
am subject to backup
withholding as a
result of a failure to
report all interest or
dividends, or (c) the
IRS has notified me
that I am no longer
subject to backup
withholding; and

3. I am a U.S. citizen **checked**
or other U.S. person
(defined below); and

4. The FATCA **checked**
code(s) entered on
this form (if any)
indicating that I am
exempt from FATCA
reporting is correct.

Name of Person
Certifying this W-9
Information:

Trisha Gardner

Today's Date **7/16/2020**

SECTION 2: STATE
OF MONTANA - 204
- ELECTRONIC
FUNDS TRANSFER
SIGN UP

**This is an electronic version of the State of Montana form 204.
Incomplete forms will not be processed.**

Request Type of EFT **Account on File with Correct Bank Information**

2) Name of person **Matthew Pfeninger**
certifying this
account information:

I hereby certify that **checked**
the account indicated
on this form is under
my direct control and
access; therefore, I
authorize the State
Treasurer as fiscal
agent for the State of
Montana to initiate,
change or cancel
credit entries to that
account as indicated
on this form. This
authority is to remain
in full force and effect
until the State of
Montana has
received written
notification from
either me or an
authorized officer of
the organization of
the account's
termination in such
time and in such a
manner as to afford
the State of Montana
a reasonable
opportunity to act
upon it.

3) Bank Name **US Bank**

***** STOP -

Carefully enter your
bank routing and
account number.
Double check before
submitting. Incorrect
routing or account
information WILL
DELAY YOUR
PAYMENT.*****

Account Type	Checking
Bank Routing Number	123000848
Verify Bank Routing Number	123000848
Bank Account Number	153910893277
Verify Bank Account Number	153910893277

***** STOP - Double
check bank routing
and account number.
Incorrect info WILL
DELAY YOUR
PAYMENT.*****

4) Grant Recipient Name (Entity name that applied for grant funds)	County of Cascade (Cascade City-County Health Department)
---	--

5) Tax ID Number (must be 9 digits)	816001343
--	------------------

Type of ID Number above	FEIN
----------------------------	-------------

Address	325 2nd Ave N Great Falls MT 59401 US
---------	--

Phone Number	406-791-9261
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Email	tgardner@cascadecountymt.gov
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8) Authorization

This authorization will remain in effect until either cancelled in writing or an updated form is submitted to the Agency you currently do business with.

By clicking here, you agree that this authorization will remain in effect until either cancelled in writing or an updated form is submitted to the Agency you currently do business with. **checked**

Today's Date

7/16/2020

9) Authorized Signature (Electronic)

Trisha Gardner

Title (if applicable)

Health Officer

**** STOP - before you submit - DOUBLE CHECK & review all data before you submit. ****

Auto-fill features from your web browser may cause issues. MAKE SURE to review & correct any fields. If it is not correct - it WILL DELAY YOUR PAYMENT.

Public Health Grant - Contract

06/30/2020

I consent to conduct transactions electronically **checked**

Public Health Program Grant Agreement

As the responsible authorized agent of the applicant, I certify and agree as follows: 1. I certify to the best of my knowledge and belief, the information provided in my application is true and correct. 2. I understand that submitting false, misleading, or incomplete information in connection with this application will result in disqualification from financial assistance from the State of Montana and may require repayment of entire grant amount. 3. I agree to comply with all federal, state, and local laws, licenses, permits, and regulations including those prohibiting discrimination on the basis of race, sex, religion, national origin, age, or handicap. 4. I agree to provide a report on the results of the activity as requested by the State of Montana. 5. I understand that any information submitted with the application, including but not limited to, organization name, location, amount requested, amount received, and use of funds shall be considered public information. Sensitive personally identifiable information such as driver's license, Social Security Number, and

financial information will be protected from public disclosure. Other information which applicant wishes to remain confidential will require prior approval from agency legal staff. 6. I personally guarantee the performance of the obligations contained and agreed to in this agreement. In the event that I misuse the funds or fail to use the funds for eligible expenditures, I guarantee to perform and be held responsible in the same way as if I were personally the recipient of the funds. 7. I have read, understand, and agree to all the terms herein. 1) PARTIES This agreement is entered into between Applicant and the Montana Department of Health and Human Services (Grantor). 2) TERM This agreement shall terminate January 31, 2021. 3) PURPOSE This agreement is entered into pursuant to funding made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the State of Montana is tasked with distributing payments for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). The CFDA # assigned to the Fund is 21.019. 4) FUNDED ACTIVITIES The Grantor may provide money to Applicant for the purposes stated in this agreement. Any use of funds for purposes not specified in this agreement is a breach of this agreement. Applicant agrees to use the funds in a manner consistent with their application. As approved, Applicant's proposed expenditures qualify as eligible support without risk of penalty or repayment. Applicant shall not use any part of the funds as a match to obtain funding for any project unrelated to Applicant's application without the Grantor's written consent. If Applicant's business or organization is dissolved, sold, or moved out of state within twelve (12) months of the original awarding of funding, Grantor may require all funding be returned. Equipment purchased in excess of \$5,000 under the terms of this agreement may not be sold by Applicant within 12 months of January 31, 2021 without written permission by Grantor. Public Health Grant - Eligible Expenditures: Funds can be used for current and future COVID-19 response and preparedness activities, and public health operations and functions that have been disrupted by the current COVID-19 pandemic. Ineligible Expenditures: Lobbying or political purposes. Damages covered by insurance. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds. Reimbursement to donors for donated items or services. Workforce bonuses other than hazard pay or overtime. Severance pay. Legal settlements. 5) COMPENSATION The Grantor agrees to provide Applicant direct funding assistance for eligible costs described in Applicant's application. Funds must be used for the approved purposes only and failure to properly document and account for fund expenditures constitutes breach of this agreement and may result in full repayment of grant including associated costs and fees. Applicant shall reimburse Grantor for any funds used for purposes not authorized by this agreement. 6) COMPLIANCE / REPORTING

Applicant shall provide the Grantor with a final activity and expenditure report as outlined in this section. Reporting is a critical requirement of this agreement and may be submitted at any time following expenditure of funding, but no later than January 31, 2021. Applicant must comply with reporting requirements communicated by Grantor, and file a comprehensive final report no later than January 31, 2021. Reporting requirements will be posted at covidrelief.mt.gov. Applicant's failure to comply with reporting requirements constitutes breach of this agreement. Final reporting shall include (1) a detailed financial report and any necessary supporting documentation certifying that all money granted has been used for the approved purposes and; (2) a summary of the project or event describing the impact of the funds. Upon approval of complete and accurate reporting documents, Grantor warrants and ensures compliance with applicable federal oversight rules and regulations. Grantor will hold Applicant harmless for unavoidable business failures or other unforeseen losses arising as a result of the COVID-19 emergency up to the full amount of this agreement. Failure to provide the required reports at the scheduled time constitutes a breach of this agreement.

7) **GRANTOR LIAISON:** The liaison for Grantor is: Montana Department of Health and Human Services PO Box 4210 Helena, MT 59604 406.444.3130

8) **LEGAL RELATIONSHIP BETWEEN THE PARTIES** This agreement does not create a partnership, joint venture, joint enterprise, or joint undertaking of any sort between Grantor and Applicant, its agents, employees, cooperators, subcontractors, or independent contractors.

9) **ACCESS FOR MONITORING AND REVIEW** Applicant shall allow Grantor and its agents access at any reasonable time to the project sites, financial documents, and activity records pertaining to the grant so the Grantor may carry out any desired monitoring or review to determine compliance with this agreement. Applicant agrees that Grantor or the Legislative Audit Division may, at any reasonable time, audit all records, reports, and other documents which Applicant maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Grantor may require, with reasonable notice, Applicant to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by Applicant.

10) **FAILURE TO COMPLY** If Applicant fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Grantor, the Grantor may terminate this agreement pursuant to the section entitled "Termination." In the event this agreement is terminated for failure to comply, Applicant shall report on results of the project to date. The Grantor reserves the right to seek additional reimbursement from Applicant if the Grantor determines that funds were improperly received, paid in error, or a material breach of the agreement has occurred.

11) **TERMINATION** Grantor may terminate this agreement for failure of Applicant to perform in accordance with the terms of this agreement, after providing Applicant with written notice to Applicant, of the stated failure and an opportunity to cure the issue of nonperformance. The written notice must specify the performance failure and provide Applicant an opportunity to correct the failure within a specified period of time not less than 21 days. If the failure is

not corrected within the specified period, or such other period as agreed upon by the parties in writing, the termination is effective at the end of the specified period. Upon receiving a notice of termination of this agreement, Applicant shall immediately cease all activities under this agreement unless Grantor expressly directs otherwise in such notice of termination. Applicant will be reimbursed for all costs incurred in compliance with this agreement prior to the notice of termination.

12) MONTANA'S LAW AND VENUE The parties mutually agree that any action at law, suit in equity, or judicial proceeding for the enforcement of this agreement or any provision thereof shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

13) ASSIGNMENT, TRANSFER, AND SUBCONTRACTING The parties mutually agree that there will be no assignment, transfer, or subcontracting of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.

14) NON-DISCRIMINATION Any hiring of employees or provisions of goods or services under this agreement by the Applicant shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

15) COMPLIANCE WITH LAWS Applicant shall use all money provided in accordance with all applicable federal, state, and local laws and written standards of the Grantor. Applicant further agrees to abide by all applicable workers' compensation laws.

16) MODIFICATION AND PREVIOUS AGREEMENT: This agreement, Applicant's application, approval email, and program guidelines encompass the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, who are not contained in the writing, shall be valid or binding. This agreement shall not be enlarged, modified, or otherwise altered without written consent of both parties. The Grantor neither expressly nor impliedly warrants it will renew this agreement. Upon written request of Applicant, the Grantor may extend reporting deadlines.

17) INDEMNITY AND LIABILITY: Applicant shall protect, indemnify, defend, and save the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorneys' fees, arising in favor of or asserted by any person or entity based in whole or in part on any acts or omissions of the Applicant, its employees, agents, or independent contractors, in connection with the activities described in this agreement and attachments. The duty of the Applicant to defend is not contingent upon an admission or jury determination that Applicant committed any negligent acts or engaged in any willful misconduct. Applicant shall pay the reasonable cost and attorneys' fees incurred by the

Grantor in establishing its right to defense or indemnification. 18) SEVERABILITY: It is understood and agreed by the parties hereto that if any term or provision of this agreement is held to be illegal or in conflict with any state or federal law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid. 19) CONFIDENTIALITY AND PUBLIC DISCLOSURE: All information submitted to Grantor by Applicant, including, but not limited to, business name, location, amount requested, amount received, and use of funds shall be considered public information, except sensitive personally identifiable information and information such as driver's license, Social Security Number, and financial information, which will be protected from public disclosure. 20) AUTHORIZATION A copy of the original has the same force and effect for all purposes as the original. 21) DISPUTE RESOLUTION: If any dispute arises under this agreement, the parties agree to attempt to resolve the dispute in good faith as follows: A. First, by informal negotiation between the Liaisons. B. If informal negotiations fail to resolve the dispute, the parties agree to seek mediation using a mediator acceptable to both parties. C. If mediation fails to resolve the dispute within sixty (60) days of initial mediation session, the parties may proceed to contested case hearing under the Montana Administrative Procedures Act. *****

ASSURANCES - NON-CONSTRUCTION PROGRAMS OMB Approval No. 0348-0040 Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified. As the duly authorized representative of the applicant, I certify that the applicant: 1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352)

which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955k, as amended

(42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system. 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.). 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance. 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984. 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program. Standard 424B (Rev. 7.97) Prescribed by OMB Circular A-102

Signed by: **Trisha
Gardner**

Title at Organization **Health Officer**

Date **6/30/2020**

Original submission

05/12/2020

Cover Letter

File Upload

Name of Organization **Cascade City-County Health Department**

City **Great Falls**

Contact Name **Trisha
Gardner**

Contact Email **tgardner@cascadecountymt.gov**

Contact Phone **+14067919261**

Amount Requested: **254603.0**

Provide a brief overview of what the funding will be used for, including estimated budget items:

Salaries for additional staff and time \$200,000.00
Equipment to enhance telework capabilities \$10,000.00
Materials and supplies to support testing and vaccine distribution \$10,000.00
Lodging & security for isolation and quarantine \$34,603.00
TOTAL: \$254,603.00

**CERTIFICATION
STATEMENT**

I certify to the best of my knowledge and belief, the information in this application is true and correct. I understand that submitting false or misleading information in connection with this application will result in the applicant being found disqualified for financial assistance from the State of Montana. The applicant will comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age, or handicap. The business will comply with all federal, state and community licenses, permits, laws, tribal laws and regulations. If awarded, I agree to provide a report on how funds were used if requested by the State of Montana. I waive all right to confidentiality for the contents of this application and any resulting grant award resulting from this application consistent with the Montana public information laws. I understand that any information provided to the State of Montana in this application or other correspondence becomes public information and I waive any right to confidentiality.

By clicking on this checkbox, I agree to all the statements listed above in the "Certification Statement" section above.

checked

**BEFORE YOU
SUBMIT**

Please Note: The verification of receipt will only go to the email address associated with the person that registered for the Submittable account. Once you have completed your application, please click "Save" and "Submit".

Amount Requested: **254603.0**

~~RETURN~~ TO COMMISSION

CONTRACT

20-74

This browser does not support all Submittable features. If you are having problems, we recommend using a different browser [Learn more. \(https://submittable.help/product-updates/why-doesnt-submittable-support-internet-explorer-11\)](https://submittable.help/product-updates/why-doesnt-submittable-support-internet-explorer-11)

[Menu](https://www.submittable.com?Menu=poweredby)
[ref=poweredby](https://www.submittable.com?ref=poweredby)

[?](https://www.submittable.com/help/submitter) <https://www.submittable.com/help/submitter>

TG

◀ [Back to Forms/user/submissions/16354253#page-form-requests](#)

Public Health Grant - Contract

I consent to conduct transactions electronically

true

Public Health Program Grant Agreement

As the responsible
authorized agent of the applicant, I certify and agree as follows:

1. I
certify to the best of my knowledge and belief, the information provided in my
application is true and correct.
2. I understand that submitting false,
misleading, or incomplete information in connection with this application will
result in disqualification from financial assistance from the State of Montana
and may require repayment of entire grant amount.
3. I agree to
comply with all federal, state, and local laws, licenses, permits, and
regulations including those prohibiting discrimination on the basis of race,
sex, religion, national origin, age, or handicap.
4. I agree to provide a
report on the results of the activity as requested by the State of Montana.

R0394101 CAG

Total Pages: 14 R 0.00 By: mejohnson 09/01/2020 08:06:19 AM
Cascade County, Rina Ft Moore - Clerk & Recorder



5. I understand that any information submitted with the application, including but not limited to, organization name, location, amount requested, amount received, and use of funds shall be considered public information. Sensitive personally identifiable information such as driver's license, Social Security Number, and financial information will be protected from public disclosure. Other information which applicant wishes to remain confidential will require prior approval from agency legal staff.

6. I personally guarantee the performance of the obligations contained and agreed to in this agreement. In the event that I misuse the funds or fail to use the funds for eligible expenditures, I guarantee to perform and be held responsible in the same way as if I were personally the recipient of the funds.

7. I have read, understand, and agree to all the terms herein.

1) PARTIES

This agreement is entered into between Applicant and the Montana Department of Health and Human Services (Grantor).

2) TERM

This agreement shall terminate January 31, 2021.

3) PURPOSE

This agreement is entered into pursuant to funding made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the State of Montana is tasked with distributing payments for necessary

expenditures
incurred due to the public health emergency with respect to the Coronavirus
Disease 2019 (COVID-19).

4) FUNDED ACTIVITIES

The Grantor may provide money to Applicant for
the purposes stated in this agreement. Any use of funds for purposes not
specified in this agreement is a breach of this agreement.

Applicant agrees to use the funds in a manner consistent with their
application.

As approved, Applicant's proposed expenditures qualify as
eligible support without risk of penalty or repayment.

Applicant
shall not use any part of the funds as a match to obtain funding for any
project
unrelated to Applicant's application without the Grantor's written consent.

If Applicant's business or organization is dissolved, sold, or moved out of
state within twelve (12) months of the original awarding of funding, Grantor
may
require all funding be returned.

Equipment purchased in excess of
\$5,000 under the terms of this agreement may not be sold by Applicant
within 12
months of January 31, 2021 without written permission by Grantor.

Public Health Grant - Eligible

Expenditures:

Funds can be used for current and future COVID-19
response and preparedness activities, and public health operations and
functions
that have been disrupted by the current COVID-19 pandemic.

Ineligible Expenditures:

- Lobbying or political purposes.
- Damages covered by insurance.
- Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- Reimbursement to donors for donated items or services.
- Workforce bonuses other than hazard pay or overtime.
- Severance pay.
- Legal settlements.

5) COMPENSATION

The Grantor agrees to provide Applicant direct funding assistance for eligible costs described in Applicant's application. Funds must be used for the approved purposes only and failure to properly document and account for fund expenditures constitutes breach of this agreement and may result in full repayment of grant including associated costs and fees. Applicant shall reimburse Grantor for any funds used for purposes not authorized by this agreement.

6) COMPLIANCE / REPORTING

Applicant shall provide the Grantor with a final activity and expenditure report as outlined in this section. Reporting is a critical requirement of this agreement and may be submitted at any time following expenditure of funding, but no later than January 31, 2021.

Applicant must comply with reporting requirements communicated by Grantor, and file a comprehensive final report no later than January 31, 2021.
Reporting

requirements will be posted at covidrelief.mt.gov (<http://covidrelief.mt.gov>).
Applicant's failure to comply
with reporting requirements constitutes breach of this agreement.

Final reporting shall include (1) a detailed financial report and any
necessary supporting documentation certifying that all money granted has
been
used for the approved purposes and; (2) a summary of the project or event
describing the impact of the funds.

Upon approval of complete and
accurate reporting documents, Grantor warrants and ensures compliance
with
applicable federal oversight rules and regulations. Grantor will hold Applicant
harmless for unavoidable business failures or other unforeseen losses arising
as
a result of the COVID-19 emergency up to the full amount of this
agreement.

Failure to provide the required reports at the scheduled
time constitutes a breach of this agreement.

7)

GRANTOR LIAISON:

The liaison for Grantor is:

Montana Department of Health and Human Services

PO Box 4210

Helena, MT 59604

406.444.3130

8) LEGAL

RELATIONSHIP BETWEEN THE PARTIES

This agreement does not create
a partnership, joint venture, joint enterprise, or joint undertaking of any sort
between Grantor and Applicant, its agents, employees, cooperators,
subcontractors, or independent contractors.

9)

ACCESS FOR MONITORING AND REVIEW

Applicant shall allow Grantor and its agents access at any reasonable time to the project sites, financial documents, and activity records pertaining to the grant so the Grantor may carry out any desired monitoring or review to determine compliance with this agreement.

Applicant agrees that Grantor or the Legislative Audit Division may, at any reasonable time, audit all records, reports, and other documents which Applicant maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Grantor may require, with reasonable notice, Applicant to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by Applicant.

10) FAILURE TO COMPLY

If Applicant fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Grantor, the Grantor may terminate this agreement pursuant to the section entitled "Termination." In the event this agreement is terminated for failure to comply, Applicant shall report on results of the project to date. The Grantor reserves the right to seek additional reimbursement from Applicant if the Grantor determines that funds were improperly received, paid in error, or a material breach of the agreement has occurred.

11) TERMINATION

Grantor may terminate this agreement for failure of Applicant to perform in accordance with the terms of this agreement, after providing Applicant with written notice to Applicant, of the stated failure and an opportunity to cure the issue of nonperformance. The written notice must specify the performance failure and provide Applicant an opportunity to correct the failure within a specified period of time not less than 21 days. If the failure is not corrected within the specified period, or such other period as agreed upon by the parties in writing, the termination is effective at the end of the specified period.

Upon receiving a notice of termination of this agreement, Applicant shall immediately cease all activities under this agreement unless Grantor expressly directs otherwise in such

notice

of termination. Applicant will be reimbursed for all costs incurred in compliance with this agreement prior to the notice of termination.

12) MONTANA'S LAW AND VENUE

The

parties mutually agree that any action at law, suit in equity, or judicial proceeding for the enforcement of this agreement or any provision thereof shall

be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

13) ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The parties mutually agree that there will be no assignment, transfer, or subcontracting of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.

14) NON-DISCRIMINATION

Any hiring of

employees or provisions of goods or services under this agreement by the Applicant shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

15) COMPLIANCE WITH LAWS

Applicant shall use all money provided in accordance with all applicable federal, state, and local laws and written standards of the Grantor. Applicant further agrees to abide by all applicable workers' compensation laws.

16) MODIFICATION AND PREVIOUS AGREEMENT:

This agreement, Applicant's application, approval email, and program guidelines encompass the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, who are not contained in the writing, shall be valid or binding. This agreement shall not be enlarged, modified, or otherwise altered without written consent of both parties. The Grantor neither expressly nor impliedly warrants it will renew this agreement. Upon written request of Applicant, the Grantor may extend reporting deadlines.

17) INDEMNITY AND LIABILITY:

Applicant shall protect, indemnify, defend, and save the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorneys' fees, arising in favor of or asserted by any person or entity based in whole or in part on any acts or omissions of the Applicant, its employees, agents, or independent contractors, in connection with the activities described in this agreement and attachments.

The duty of the Applicant to defend is not contingent upon an admission or jury determination that Applicant committed any negligent acts or engaged in any willful misconduct. Applicant shall pay the reasonable cost and attorneys' fees incurred by the Grantor in establishing its right to defense or indemnification.

18) SEVERABILITY:

It is understood and agreed by the parties hereto that if any term or provision of this agreement is held to be illegal or in conflict with any state or federal law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

19) CONFIDENTIALITY AND PUBLIC DISCLOSURE:

All information submitted to Grantor by Applicant, including, but not limited to, business name, location, amount requested, amount received, and use of funds shall be considered public information, except sensitive personally identifiable information and information such as driver's license, Social Security Number, and financial information, which will be protected from public disclosure.

20) AUTHORIZATION

A copy of the original has the same force and effect for all purposes as the original.

21) DISPUTE RESOLUTION:

If any dispute arises under this agreement, the parties agree to attempt to resolve the dispute in good faith as follows:

A. First, by informal negotiation between the Liaisons.

B. If informal negotiations fail to resolve the dispute, the parties agree to seek mediation using a mediator acceptable to both parties.

C. If mediation fails to resolve the dispute within sixty (60) days of initial mediation session, the parties may proceed to contested case hearing under the Montana Administrative Procedures Act.

.....

ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB

Approval No. 0348-0040

Note:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the

awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has

the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2.

Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to

prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the

work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental

Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards

for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of

Personnel Administration (5 C.F.R. 900, Subpart F).

6.

Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the

basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333, regarding labor standards for federally assisted construction subagreements.

10.

Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental

standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy

Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16

U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955k, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species

Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the

Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring

compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding

the protection of human subjects involved in research, development and related activities supported by this award of assistance.

15. Will comply
with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7
U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm
blooded animals held for research, teaching or other activities supported by
this award of assistance.

16. Will comply with the Lead-Based Paint
Poisoning Prevention Act (42 U.S.C. 4801 et seq.) Which prohibits the
use of
lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance
audits in accordance with the Single Audit Act of 1984.

18. Will comply
with all applicable requirements of all other Federal laws, executive orders,
regulations and policies governing this program.

Standard 424B
(Rev. 7.97)

Prescribed by OMB Circular
A-102

Signed by:

Trisha
Gardner

Title at Organization

Health
Officer

Date

06/30/2020

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

James L. Larson

Jane Weber, Commissioner

Jane Weber

Joe Briggs, Commissioner

Joe Briggs

Passed and adopted at Commission Meeting held on this 23rd day of June, 2020

Attest

On this 23rd day of June, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

Rina Fontana Moore
RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Josh Racki
DEPUTY COUNTY ATTORNEY



THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

December 8, 2020

Resolution 20-72

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Increase the revenue and expenditures for Fund 2270 additional funds received from CARES Act

INITIATED & PRESENTED BY: Trisha Gardner
Health Officer

ACTION REQUESTED: Approval of Resolution 20-72

BACKGROUND:

The City County Health Department has additional funding from the Cares Act in the amount of \$254,603 these funds can be used for current and future response and preparedness activities, and public health operations and functions disrupted by the pandemic.

AMOUNT: \$254,603.00 increase in appropriation

RECOMMENDATION: Approval of Resolution 20-72.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-72 amending Fund 2700 by increasing expenditure budget by \$254,603 offset by increasing grant revenue budget by \$254,603 from CARES Act.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-72 amending Fund 2700 by increasing expenditure budget by \$254,603 offset by increasing grant revenue budget by \$254,603 from CARES Act.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET

APPROPRIATION WITHIN CASCADE COUNTY

CITY COUNTY HEALTH DEPARTMENT FUND 2270 CARES COVID-19 GRANT INCREASE

RESOLUTION 20-72

WHEREAS, the Commission approved Contract #20-74 on June 23, 2020 accepting COVID-19 CARES Act grant funding in the amount of \$254,603 for the City-County Health Department, and

WHEREAS, the Commission approved Contract #20-204 this day, amending Contract 20-74 and providing additional COVID-19 funding in the amount of \$254,603 for current and future response and preparedness activities, and public health operations disrupted by the pandemic, and

WHEREAS, a budget amendment is necessary to increase the appropriations to provide the budget authority in the amount of \$254,603 which is offset by grant revenues in the amount of \$254,603 in Fund 2270; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2019, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 8th Day of December, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Attachment A

Date: 11/24/2020

To: Cascade County Board of Commissioners

Program Name: COVID19 Cares Act

CFDA #

Contract #

Responsible Department: CCHD

Prepared by: Joey McDermid

Please approve the following budget changes:

	<u>Fund</u>		<u>Dept</u>		<u>Function</u>		<u>Account</u>	<u>Budgeted</u> <u>Amount</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Amended</u> <u>Budget</u>
<u>Expenses</u>										
Acct #	2270	-	216	-	D0100	-	100.150	(98,353)	200,603	102,250
Acct #	2270	-	216	-	D0100	-	200.205	0	20,000	20,000
Acct #	2270	-	216	-	D0100	-	300.305	0	24,000	24,000
Acct #	2270	-	216	-	D0100	-	900.940	0	10,000	10,000
								<u>(98,353)</u>	<u>254,603</u>	<u>156,250</u>
<u>Revenues</u>										
Acct #	2270	-	216	-		-	33.1990	251,382	254,603	505,985
Acct #		-		-		-		0	0	0
								<u>251,382</u>	<u>254,603</u>	<u>505,985</u>
<u>Explanation of budget changes:</u>										

Explanation of budget changes:

COVID-19 funding.

Changes authorized by:Department Head Signature or
Elected Official Signature

Date

11/25/20

Budget Officer

Date

Mary Emberton 11/30/2020

Trisha Gardner

Print Name



Budget Performance Report

Fiscal Year to Date 11/24/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2270 - Health Department										
EXPENSE										
Department 216 - Health Department										
Function D0100 - Public Health - Federal Funds										
100										
100.110	Salaries & Wages	722,476.00	.00	722,476.00	94,550.17	.00	159,850.44	562,625.56	22	334,783.62
100.120	Overtime	500.00	.00	500.00	3,962.82	.00	12,936.54	(12,436.54)	2587	3,341.17
100.130	Termination Pay	5,000.00	.00	5,000.00	.00	.00	7,627.47	(2,627.47)	153	9,786.34
100.140	Employer Contributions	209,546.00	.00	209,546.00	23,612.15	.00	44,261.98	165,284.02	21	98,195.60
100.145	Employer Contributions- Grants	(28,814.00)	.00	(28,814.00)	.00	.00	.00	(28,814.00)	0	.00
100.146	Union Pensions	940.00	.00	940.00	78.23	.00	317.81	622.19	34	852.80
100.150	Salaries & Wages, Grants	(98,353.00)	.00	(98,353.00)	.00	.00	170,342.10	(268,695.10)	-173	37,410.10
100 - Totals		\$811,295.00	\$0.00	\$811,295.00	\$122,203.37	\$0.00	\$395,336.34	\$415,958.66	49%	\$484,369.63
200										
200.205	COVID-19 Supplies	.00	.00	.00	956.93	434.72	10,601.17	(11,035.89)	+++	.00
200.210	Office Supplies	1,925.00	.00	1,925.00	80.76	.00	723.82	1,201.18	38	1,781.85
200.215	IT Supplies	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
200.220	Operating Supplies	30,000.00	.00	30,000.00	487.23	.00	(1,661.20)	31,661.20	-6	20,478.34
200.221	Chem Lab & Med Supplies	414,000.00	.00	414,000.00	9,378.55	4,746.73	220,017.13	189,236.14	54	281,529.02
200.222	Food	660.00	.00	660.00	.00	.00	.00	660.00	0	437.80
200.228	Other Operating Supplies	200.00	.00	200.00	.00	.00	.00	200.00	0	.00
200.230	Repair & Maint. Supplies	3,329.00	.00	3,329.00	160.25	576.99	751.07	2,000.94	40	14,138.29
200.236	Building & Yard Maint.	.00	.00	.00	115.00	.00	2,253.41	(2,253.41)	+++	.00
200 - Totals		\$460,114.00	\$0.00	\$460,114.00	\$11,178.72	\$5,758.44	\$232,685.40	\$221,670.16	52%	\$318,365.30
300										
300.305	COVID-19 Services	.00	.00	.00	1,765.28	.00	7,931.69	(7,931.69)	+++	.00
300.311	Postage	1,300.00	.00	1,300.00	343.29	.00	909.82	390.18	70	1,146.77
300.313	Shipping	85.00	.00	85.00	.00	.00	.00	85.00	0	23.35
300.320	Printing & Typing	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	2,585.99
300.330	Publicity, Subscrip.&Dues	5,410.00	.00	5,410.00	.00	.00	4,216.04	1,193.96	78	9,794.66
300.331	Advertising	3,200.00	.00	3,200.00	1,305.43	.00	2,123.59	1,076.41	66	3,987.12
300.332	Special Advertising	550.00	.00	550.00	.00	.00	.00	550.00	0	857.86
300.341	Electric	7,200.00	.00	7,200.00	765.80	.00	3,914.33	3,285.67	54	7,345.76
300.342	Water & Sewer	2,880.00	.00	2,880.00	137.85	.00	615.08	2,264.92	21	2,256.28
300.343	Telephone	6,840.00	.00	6,840.00	532.51	.00	2,548.61	4,291.39	37	7,309.31
300.344	Heating Fuel	3,480.00	.00	3,480.00	100.77	.00	332.46	3,147.54	10	2,475.41
300.348	Cell Phone Costs	1,320.00	.00	1,320.00	110.20	.00	535.98	784.02	41	.00
300.350	Professional Services	78,303.00	.00	78,303.00	99.95	.00	7,064.62	71,238.38	9	36,484.86
300.360	Repair & Maint. Services	4,925.00	.00	4,925.00	.00	.00	1,454.02	3,470.98	30	3,276.67
300.361	Building Repairs	.00	.00	.00	.00	.00	320.00	(320.00)	+++	.00
300.370	Travel	6,200.00	.00	6,200.00	.00	.00	.00	6,200.00	0	1,514.64



Budget Performance Report

Fiscal Year to Date 11/24/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2270 - Health Department										
EXPENSE										
Department 216 - Health Department										
Function D0100 - Public Health - Federal Funds										
300										
300.374	Mileage County Vehicles	4,800.00	.00	4,800.00	471.00	.00	978.45	3,821.55	20	5,008.28
300.380	Training Services	4,200.00	.00	4,200.00	.00	.00	550.00	3,650.00	13	2,540.99
300.390	Other Purchased Services	5,460.00	.00	5,460.00	361.90	.00	2,339.28	3,120.72	43	6,477.66
300.398	Laboratory Services	7,500.00	.00	7,500.00	406.03	.00	1,611.96	5,888.04	21	5,759.30
300 - Totals		\$147,153.00	\$0.00	\$147,153.00	\$6,400.01	\$0.00	\$37,445.93	\$109,707.07	25%	\$98,844.91
500										
500.510	Insurance	17,106.00	.00	17,106.00	.00	.00	16,795.49	310.51	98	14,086.25
500.530	Rental	1,507.00	.00	1,507.00	.00	.00	980.00	527.00	65	1,000.18
500.550	Bank Service Charges	420.00	.00	420.00	.00	.00	222.76	197.24	53	436.13
500.592	City Assessments	6,600.00	.00	6,600.00	4,403.73	.00	4,403.73	2,196.27	67	4,515.67
500 - Totals		\$25,633.00	\$0.00	\$25,633.00	\$4,403.73	\$0.00	\$22,401.98	\$3,231.02	87%	\$20,038.23
800										
800.810	Losses	.00	.00	.00	.00	.00	(24.15)	24.15	+++	17,001.96
800 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$24.15)	\$24.15	+++	\$17,001.96
Function D0100 - Public Health - Federal Funds Totals		\$1,444,195.00	\$0.00	\$1,444,195.00	\$144,185.83	\$5,758.44	\$687,845.50	\$750,591.06	48%	\$938,620.03
Function L1024 - Transfer to MCH										
800										
800.820	Transfers to Other Funds	66,569.00	.00	66,569.00	.00	.00	20,459.00	46,110.00	31	54,850.75
800 - Totals		\$66,569.00	\$0.00	\$66,569.00	\$0.00	\$0.00	\$20,459.00	\$46,110.00	31%	\$54,850.75
Function L1024 - Transfer to MCH Totals		\$66,569.00	\$0.00	\$66,569.00	\$0.00	\$0.00	\$20,459.00	\$46,110.00	31%	\$54,850.75
Department 216 - Health Department Totals		\$1,510,764.00	\$0.00	\$1,510,764.00	\$144,185.83	\$5,758.44	\$708,304.50	\$796,701.06	47%	\$993,470.78
EXPENSE TOTALS		\$1,510,764.00	\$0.00	\$1,510,764.00	\$144,185.83	\$5,758.44	\$708,304.50	\$796,701.06	47%	\$993,470.78
Fund 2270 - Health Department Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		1,510,764.00	.00	1,510,764.00	144,185.83	5,758.44	708,304.50	796,701.06	47%	993,470.78
Fund 2270 - Health Department Totals		(\$1,510,764.00)	\$0.00	(\$1,510,764.00)	(\$144,185.83)	(\$5,758.44)	(\$708,304.50)	(\$796,701.06)		(\$993,470.78)
Grand Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		1,510,764.00	.00	1,510,764.00	144,185.83	5,758.44	708,304.50	796,701.06	47%	993,470.78
Grand Totals		(\$1,510,764.00)	\$0.00	(\$1,510,764.00)	(\$144,185.83)	(\$5,758.44)	(\$708,304.50)	(\$796,701.06)		(\$993,470.78)



December 8, 2020

AGENDA # 1

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM	Resolution #20-67: Final Resolution Amending Sections 2, 4, & 18.1 of the Cascade County Zoning Regulations
INITIATED BY	Cascade Board of County Commissioners
SUBJECT	Correction to Zoning Map in Sections 24, 25, 26, 27, 28, 33 and 34, Township 21 North, Range 4 East and Sections 19 and 30, Township 21 North, Range 5 East, and Text Amendment of CCZR §§ 2 and 18.1. See Exhibit A.
EXISTING ZONING & USES:	Open Space (OS). Used for "Utility Installations, Major," "Power Plant, Hydroelectric," and undeveloped
ACTION REQUESTED:	Adoption of Resolution #20-67
PURPOSE	(1) To rezone fourteen (14) tracts of land from OS to Ag owned by NorthWestern Energy ("NWE") (2) To add a definition of "Data Center" and add this use as an "Unclassified Use Permit"
RECOMMENDATION	Adopt Resolution # 20-67 to correct CCZR § 4, the Zoning Map, and amend §§ 2 and 18.1 to add "Data Center"
PRESENTED BY	Sandor Hopkins, Planner



ADDITIONAL INFORMATION

Surrounding Zoning and Land Uses:

Direction	Parcel Number (s)	Zoning District	Existing Land Use
North	0002733400	RR-5	Grazing
	0002732300	RR-5	Utility/Undeveloped
	0002732200	RR-5	Grazing/Fallow
	0002680700	RR-5	Vacant/Grazing/Fallow
	0002694800	RR-5	Vacant/Grazing/Fallow
	0002694900	RR-5	Vacant/Grazing/Fallow
	0002693600	A	Vacant/Grazing/Fallow
	0002697000	I-2	Vacant/Grazing/Fallow
	0002698125	I-2	Utility/Undeveloped
	0002698150	I-2	Vacant/Grazing/Fallow
	0002698100	I-2	Vacant/Fallow
	0002699450	I-2	Utility/Undeveloped
	0002699200	I-2	Vacant/Grazing/Fallow
East	0005358700	A	Vacant/Grazing
	0002731325	A	Utility/Ryan Dam
South	0002713640	OS	Vacant
	0002713600	OS	Vacant
	0002713750	OS	Giant Springs/Park
	0002713400	OS	Giant Springs/Park
	0002713785	OS	Giant Springs/Park
	0002715225	OS	Giant Springs/Park
	0002714800	OS	Utility/Undeveloped
	0002716500	OS	Utility/Undeveloped
	0002697150	OS	City of Great Falls/Rec
	0002696050	OS	City of Great Falls/Rec
	0002696100	OS	City of Great Falls/Rec
	0005371400	OS	City of Great Falls/Rec
	0005371500	OS	City of Great Falls/Rec
	0005371350	A	Vacant/Grazing
West	0002700500	I-2	Farmstead
	0002700700	I-2	Vacant/Grazing/Fallow
	0002711310	I-2	City of Great Falls/Undeveloped

SPECIAL INFORMATION

The purpose of the map correction is to rezone fourteen (14) tracts from OS to Ag. The subject parcels are along the northern side of the Missouri River, including those containing the active hydroelectric Cochrane and Rainbow power sites. The zoning designation is contrary to the dominant use of the land, a power generating facility regulated by the Federal Energy Regulatory



Commission, and the local jurisdiction. The map exhibit and list of parcels effected by the rezone are attached as **Exhibit A**.

The purpose of the text amendment is to add the following definition to Section 2 of the CCZR:

Data Center: A facility hosting a large group of networked computer servers typically used by organization for the remote storage, processing, or distribution of large amounts of data.

This new definition is proposed to be associated with a callout in CCZR § 18.1, which will simply read **"(14) Data Center."**

In early 2020, the Cascade County Planning Department was approached by a consultant asking questions regarding development requirements and mapping for dam failure inundation areas for a data center project at the old Rainbow Dam Powerhouse. During the course of this review, it was determined that while the structure appeared to be outside of the mapped hazard areas, the zoning of the hydroelectric sites as OS would not support the proposed data center use under current CCZR, and that the Regulations lacked a specific definition or appropriate use category for a facility of this type.

PROCEDURAL HISTORY AND LEGAL NOTICES

- Legal notices for the March 10, 2020 Board of County Commissioners' public hearing were posted in the *Great Falls Tribune* on February 29, and March 7, 2020.
- On March 10, 2020, the Commission adopted Resolution #20-07 (R0384804) to request that the Cascade County Planning Board review and provide a recommendation regarding the above map and text amendments.
- Legal notice of the Planning Board's public hearing was posted in the *Great Falls Tribune* on May 16, 2020 and May 23, 2020.
- The Planning Board held a public hearing regarding the proposed zoning amendments and passed a motion recommending approval to the Commission on May 27, 2020.
- Legal notice of the Commissioners' public hearing was posted in the *Great Falls Tribune* on September 5, 2020 and September 12, 2020 and posted in at least five public places within the proposed district.
- On October 21, 2020, the Commissioners adopted Resolution # 20-60, a "Resolution of Intention to Amend Cascade County Zoning Regulations" (R0397366) after a public hearing.
- On October 25, 2020 and November 1, 2020, the Commissioners published in the *Great Falls Tribune* a "Public Notice of Passage of Resolution of Intention to Amend Cascade County Zoning Regulations."

A 30-day protest period began after the first publication of the legal notice published on October 25, 2020. The expiration of the 30-day protest period has passed and no written protests were received from persons owning real property within the district. Therefore, the



Board of County Commissioners may in its discretion adopt the Final Resolution Amending Sections 2, 4, and 18.1 of the Cascade County Zoning Regulations.

MOTIONS FOR CONSIDERATION

1. I move that the Cascade County Board of Commissioners **APPROVE** the adoption of Resolution #20-67, a Resolution to Amend Cascade County Zoning Regulations, to correct CCZR § 4, the Zoning Map, to rezone the subject parcels owned by NorthWestern Energy from Open Space to Agriculture, and amend §§ 2 "Definitions", and 18.1 "Uses Permitted Upon Issuance of an Unclassified Use Permit";

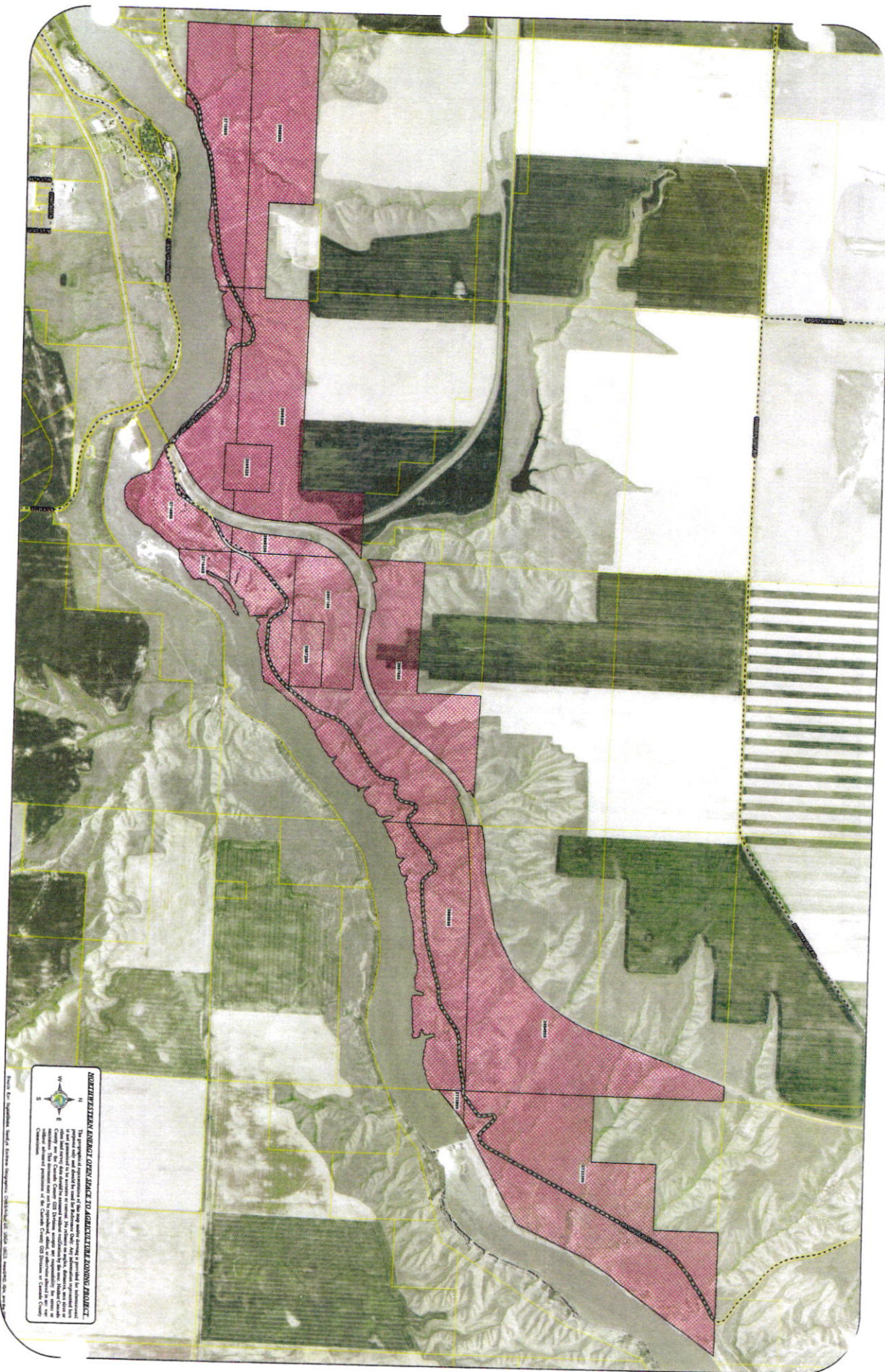
OR:

2. I move that the Cascade County Board of Commissioners **DENY** the adoption of Resolution #20-67, a Resolution to Amend Cascade County Zoning Regulations, to correct CCZR § 4, the Zoning Map, to rezone the subject parcels owned by NorthWestern Energy from Open Space to Agriculture, and amend §§ 2 "Definitions", and 18.1 "Uses Permitted Upon Issuance of an Unclassified Use Permit";

Attachments: Map Exhibit, Exhibit A "Parcel List", Resolution of Intent # 20-60, & Resolution # 20-67

Exhibit A

Parcel 1: 0002697050	Geo: 02-3139-26-1-01-01-0000
Parcel 2: 0002697100	Geo: 02-3139-26-3-02-01-0000
Parcel 3: 0002697200	Geo: 02-3139-26-3-01-01-0000
Parcel 4: 0002698250	Geo: 02-3139-27-4-01-02-0000
Parcel 5: 0002716450	Geo: 02-3139-35-2-02-01-0000
Parcel 6: 0002714950	Geo: 02-3139-34-1-01-01-0000
Parcel 7: 0002698225	Geo: 02-3139-27-2-03-01-0000
Parcel 8: 0002698200	Geo: 02-3139-27-4-01-01-0000
Parcel 9: 0002699300	Geo: 02-3139-28-3-03-01-0000
Parcel 10: 0002713650	Geo: 02-3139-33-1-01-01-0000
Parcel 11: 0002695950	Geo: 02-3139-25-1-01-01-0000
Parcel 12: 0002694950	Geo: 02-3139-24-4-04-01-0000
Parcel 13: 0002733900	Geo: 02-3140-30-2-02-01-0000
Parcel 14: 0002733300	Geo: 02-3140-19-3-01-01-0000



**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MT**

**RESOLUTION OF INTENTION
TO AMEND CASCADE COUNTY ZONING REGULATIONS**

RESOLUTION 20-60

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution #05-018, on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, since the passage of above-mentioned Resolution, the Cascade Board of County Commissioners made a motion requesting a review of a change of zoning district classification from "OS" Open Space District to "A" Agricultural District classification for the following parcels owned by Northwestern Corporation:

Parcel 1: 0002697050	Geocode: 02-3139-26-1-01-01-0000
Parcel 2: 0002697100	Geocode: 02-3139-26-3-02-01-0000
Parcel 3: 0002697200	Geocode: 02-3139-26-3-01-01-0000
Parcel 4: 0002698250	Geocode: 02-3139-27-4-01-02-0000
Parcel 5: 0002716450	Geocode: 02-3139-35-2-02-01-0000
Parcel 6: 0002714950	Geocode: 02-3139-34-1-01-01-0000
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Parcel 9: 0002699300	Geocode: 02-3139-28-3-03-01-0000
Parcel 10: 0002713650	Geocode: 02-3139-33-1-01-01-0000
Parcel 11: 0002695950	Geocode: 02-3139-25-1-01-01-0000
Parcel 12: 0002694950	Geocode: 02-3139-24-4-04-01-0000
Parcel 13: 0002733900	Geocode: 02-3140-30-2-02-01-0000
Parcel 14: 0002733300	Geocode: 02-3140-19-3-01-01-0000

The above parcels being located in Section 19, Township 21 North, Range 5 East and Sections 24, 25, 26, 27, 28, 33, and 34, Township 21 North, Range 4 East P.M.M., Cascade County, Montana; and

WHEREAS, since the passage of above-mentioned Resolution, the Cascade Board of County Commissioners made a motion requesting a review of a text amendment to the Cascade County Zoning Regulations to add a definition of "Data Center" to § 2 of the Cascade County Zoning Regulations, which reads:

"Data Center: A facility hosting a large group of networked computer servers typically used by organizations for the remote storage, processing, or distribution of large amounts of data."

And to add a line to § 18.1 "Unclassified Use Permits: Uses Permitted Upon Issuance of an Unclassified Use Permit" which reads:

"(14) Data Center."

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Zoning Regulations, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, legal notice of the Cascade County Planning Board public hearing regarding the requested county zoning change was published in the *Great Falls Tribune* on May 16, 2020 and May 23, 2020; and

WHEREAS, the Cascade County Planning Board on May 27, 2020 held a public hearing to allow any interested party to speak for or against the requested change; and

WHEREAS the Cascade County Planning Board during the public hearing held May 27, 2020 discussed the above-mentioned zoning changes and passed a motion recommending the County Commissioners approve said zoning changes; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the County Commissioners regarding the above-mentioned zoning changes; and

RETURN TO COMMISSION

Resolution 20-60

WHEREAS, legal notice of the Cascade Board of County Commissioners public hearing was posted in the Great Falls Tribune on September 5, 2020 and September 12, 2020 and in at least five public places within the proposed district;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County as follows:

There is hereby passed this Resolution of Intention to provide for the change of zoning district classification from "OS" Open Space District to "A" Agricultural District classification for the following parcels owned by Northwestern Corporation:

Parcel 1: 0002697050	Geocode: 02-3139-26-1-01-01-0000
Parcel 2: 0002697100	Geocode: 02-3139-26-3-02-01-0000
Parcel 3: 0002697200	Geocode: 02-3139-26-3-01-01-0000
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Parcel 12: 0002694950	Geocode: 02-3139-24-4-04-01-0000
Parcel 13: 0002733900	Geocode: 02-3140-30-2-02-01-0000
Parcel 14: 0002733300	Geocode: 02-3140-19-3-01-01-0000

The above parcels being located in Section 19, Township 21 North, Range 5 East and Sections 24, 25, 26, 27, 28, 33, and 34, Township 21 North, Range 4 East P.M.M.; Cascade County, Montana as shown on Exhibit A attached hereto and by this reference incorporated herein, and to add a definition of "Data Center" to § 2 of the Cascade County Zoning Regulations, which reads:

"Data Center: A facility hosting a large group of networked computer servers typically used by organizations for the remote storage, processing, or distribution of large amounts of data."

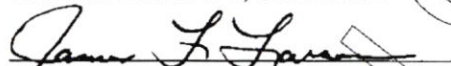
And to add a line to § 18.1 "Unclassified Use Permits: Uses Permitted Upon Issuance of an Unclassified Use Permit", which reads:

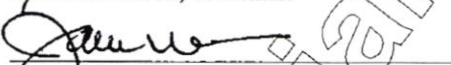
"(14) Data Center."

The proposed changes to the Cascade County Zoning Regulation are on file for public inspection at the office of the County Clerk and Recorder in and for Cascade County, Montana.

Dated this 21st day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

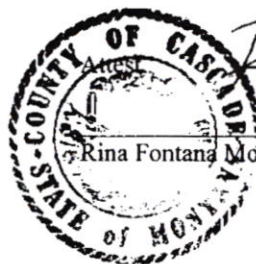

James L. Larson, Chairman


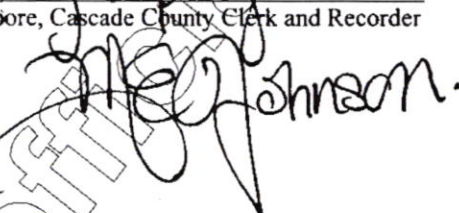

Jane Weber, Commissioner


Joe Briggs, Commissioner

* APPROVED AS TO FORM:
Josh Racki, County Attorney


DEPUTY COUNTY ATTORNEY




Rina Fontana Moore, Cascade County Clerk and Recorder


* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

R0397366 CRS

Total Pages: 45 R 0.00 By mejohnson 10/22/2020 10:38:50 AM
Cascade County, Rina Ft Moore - Clerk & Recorder



**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**FINAL RESOLUTION AMENDING SECTIONS 2, 4, & 18.1
OF THE CASCADE COUNTY ZONING REGULATIONS**

RESOLUTION #20-67

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated ("MCA"), the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution #05-018, and last amended by Resolution #17-58 (R0340914), on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, MCA § 76-2-205 allows the Board of County Commissioners to amend zoning regulations; and

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Cascade County Zoning Regulations, the Board of County Commissioners shall require the Cascade County Planning Board ("Planning Board") to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, on March 10, 2020, the Cascade Board of County Commissioners passed a Resolution of Intention #20-07 (R0384804) requesting the Planning Board review and provided recommendations regarding:

1. A proposed map amendment to the Cascade County Zoning Regulations to rezone from the Open Space "OS" District to the Agricultural "A" District the following parcels owned by Northwestern Corporation and being located in Section 19, Township 21 North, Range 5 East and Sections 24, 25, 26, 27, 28, 33, and 34, Township 21 North, Range 4 East P.M.M., Cascade County, Montana:

Parcel 1: 0002697050	Geocode: 02-3139-26-1-01-01-0000
Parcel 2: 0002697100	Geocode: 02-3139-26-3-02-01-0000
Parcel 3: 0002697200	Geocode: 02-3139-26-3-01-01-0000
Parcel 4: 0002698250	Geocode: 02-3139-27-4-01-02-0000
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Parcel 12: 0002694950	Geocode: 02-3139-24-4-04-01-0000
Parcel 13: 0002733900	Geocode: 02-3140-30-2-02-01-0000
Parcel 14: 0002733300	Geocode: 02-3140-19-3-01-01-0000

2. A proposed text amendment to the Cascade County Zoning Regulations to add a definition of "Data Center" to § 2 of the Cascade County Zoning Regulations, which reads:

"Data Center: A facility hosting a large group of networked computer servers typically used by organizations for the remote storage, processing, or distribution of large amounts of data."

3. A proposed text amendment to the Cascade County Zoning Regulations to add to § 18.1 "Unclassified Use Permits: Uses Permitted Upon Issuance of an Unclassified Use Permit" the following:

"(14) Data Center."

RESOLUTION #20-67

WHEREAS, legal notice of the Planning Board public hearing regarding the requested county zoning amendments was published in the *Great Falls Tribune* on May 16, 2020 and May 23, 2020; and

WHEREAS, the Planning Board on May 27, 2020, held a public hearing to allow any interested party to speak for or against the proposed amendments; and

WHEREAS the Planning Board during the public hearing held May 27, 2020 discussed the above-mentioned zoning amendments and passed a motion recommending the Board of County Commissioners approve said zoning amendments; and

WHEREAS, the Planning Board performing in an advisory capacity to the Board of County Commissioners regarding zoning provided a written report to the Board of County Commissioners regarding the above-mentioned zoning amendments; and

WHEREAS, legal notice of the Board of County Commissioners public hearing was posted in the *Great Falls Tribune* on September 5, 2020 and September 12, 2020 and posted in at least five public places within the proposed district; and

WHEREAS, on October 21, 2020, the Board of County Commissioners passed Resolution of Intention #20-60 (R0397366); and

WHEREAS, on October 25, 2020, and November 1, 2020, the Board of County Commissioners published in the *Great Falls Tribune* a "Public Notice of Passage of Resolution of Intention to Amend Cascade County Zoning Regulations"; and

WHEREAS, the public notice established and provided for a thirty (30) day protest period for receipt of written protest by the Board of County Commissioners; and

WHEREAS, there has not been sufficient protest to prevent the map and text amendments described herein to the Cascade County Zoning Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County as follows:

There is hereby passed this Final Resolution to make the following text and map amendments to the Cascade County Zoning Regulations:

1. Amendment § 4 "Zoning Map" to amend the zoning district classification from the Open Space "OS" District to the Agricultural "A" District classification for the following parcels owned by Northwestern Corporation and being located in Section 19, Township 21 North, Range 5 East and Sections 24, 25, 26, 27, 28, 33, and 34, Township 21 North, Range 4 East P.M.M., Cascade County, Montana:

Parcel 1: 0002697050	Geocode: 02-3139-26-1-01-01-0000
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Parcel 12: 0002694950	Geocode: 02-3139-24-4-04-01-0000
Parcel 13: 0002733900	Geocode: 02-3140-30-2-02-01-0000
Parcel 14: 0002733300	Geocode: 02-3140-19-3-01-01-0000

2. Add "Data Center" to § 2 "Definitions" of the Cascade County Zoning Regulations, which reads:

“Data Center: A facility hosting a large group of networked computer servers typically used by organizations for the remote storage, processing, or distribution of large amounts of data.”

3. Add to § 18.1 “Unclassified Use Permits: Uses Permitted Upon Issuance of an Unclassified Use Permit”:

“(14) Data Center.”

This resolution shall take and be in full force and effect as of the date set forth herein below.

Passed and adopted this 8th day of December, 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Debbie Briggs, Commissioner

ATTEST

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**PUBLIC NOTICE OF
PASSAGE OF RESOLUTION OF INTENTION
TO AMEND CASCADE COUNTY ZONING REGULATIONS**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Cascade County, Montana, did, on October 21, 2020, duly pass a "Resolution of Intention to Amend Cascade County Zoning Regulations."

Said Resolution of Intention relates to a change of zoning district classification from "OS" Open Space District to "A" Agricultural District classification for the following parcels owned by Northwestern Corporation:

Parcel 1: 0002697050	Geocode: 02-3139-26-1-01-01-0000
Parcel 2: 0002697100	Geocode: 02-3139-26-3-02-01-0000
Parcel 3: 0002697200	Geocode: 02-3139-26-3-01-01-0000
Parcel 4: 0002698250	Geocode: 02-3139-27-4-01-02-0000
Parcel 5: 0002716450	Geocode: 02-3139-35-2-02-01-0000
Parcel 6: 0002714950	Geocode: 02-3139-34-1-01-01-0000
Parcel 7: 0002698225	Geocode: 02-3139-27-2-03-01-0000
Parcel 8: 0002698200	Geocode: 02-3139-27-4-01-01-0000
Parcel 9: 0002699300	Geocode: 02-3139-28-3-03-01-0000
Parcel 10: 0002713650	Geocode: 02-3139-33-1-01-01-0000
Parcel 11: 0002695950	Geocode: 02-3139-25-1-01-01-0000
Parcel 12: 0002694950	Geocode: 02-3139-24-4-04-01-0000
Parcel 13: 0002733900	Geocode: 02-3140-30-2-02-01-0000
Parcel 14: 0002733300	Geocode: 02-3140-19-3-01-01-0000

The above parcels being located in Section 19, Township 21 North, Range 5 East and Section 24, 25, 26, 27, 28, 33, and 34, Township 21 North, Range 4 East P.M.M., Cascade County, Montana, and to add a definition of "Data Center" to § 2 of the Cascade County Zoning Regulations, which reads:

"Data Center: A facility hosting a large group of networked computer servers typically used by organizations for the remote storage, processing, or distribution of large amounts of data."

And to add a line to § 18.1 "Unclassified Use Permits: Uses Permitted Upon Issuance of an Unclassified Use Permit", which reads:

"(14) Data Center."

The Resolution of Intention is on file for public inspection at the Office of the County Clerk and Recorder in and for Cascade County, Montana, and the Cascade County Planning Department.

For thirty (30) days after the first publication of this notice, the Board of County Commissioners of Cascade County will receive written protests to the amendments to the zoning regulations from persons owning real property within the district whose names appear on the last completed assessment roll of the county.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

/s/ Jim Larson, Chair

/s/ Joe Briggs, Commissioner

/s/ Jane Weber, Commissioner

ATTEST:

/s/ Clerk & Recorder

First Publication Date: Sunday October 25, 2020

Second Publication Date: Sunday, November 1, 2020

December 8, 2020

Agenda #2

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Fleet 2019 Chevrolet Suburban

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Award: Contract 20-202

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

Cascade County Public Works Department went out to public bid to add a large suv to their existing fleet. This large suv, will be assigned and used mostly for Aging Services. Two quotes were received, one from Taylors Auto Max of Great Falls, MT, with a purchase price of \$47,500.00 and the second quote from King Motors, of Great Falls, MT, with a purchase price of \$45,950.00.

RECOMMENDATION:

Cascade County Staff recommends the commission approve Contract 20-202 for the purchase of one used 2019 Chevrolet Suburban LT 1500, 4x4, with 32,369 miles, from King Motors Inc, of Great Falls MT, for a final purchase price of \$43,000.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chairman, I move the Cascade County Commission APPROVE Contract 20-202 for the purchase of one 2019 Chevrolet Suburban LT 1500, 4x4, with 32,369 miles, from King Motors Inc, of Great Falls MT, and instruct staff to complete the purchasing process, for the total cost to the county of \$43,000.00."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move the Cascade County Commission DISAPPROVE Contract 20-202."

CAPITAL ACQUISITION REQUEST FORM

Completion of this form is **MANDATORY PRIOR** to any Capital Asset PurchaseDate of Request 11/24/2020Name of Department Requesting: Public Works Fleet

Budgeted for this fiscal year No

Full Account Number 6051-221-J0100 900.940Equipment Requested: 2019 Chevrolet Suburban 4wd 4dr 1500 LTVendor King Motors Inc. Cost \$43,000.00

Were at least 3 quotes received No . Please attach all quotes to this form

Elected Official/Department Head Approval [Signature]

Signature Required

I have reviewed this purchase for budget authority and find it in order.

Budget Officer _____

Signature Required

Two Commissioners are required to approve prior to ordering._____
Chairman Of the Board

Approve / Disapprove

Commissioner

Approve / Disapprove

Commisioner

Approve / Disapprove

This form and an inventory control form must be attached to your purchase order


KING MOTORS INC

Warranty: 36000miles
Bumper to Bumper 3 mos
Drivetrain: 37 mos 270000miles

[← Return to Inventory List](#)

Doug 788-7112

2019 Chevrolet Suburban 4WD 4dr 1500 LT

Phone quote: will do

\$45,950

~~\$43,000~~



Photos (19)

406-452-8121

[Printable Brochure](#)

Back up Camera

[Start My Deal](#)

Year: 2019

Make: Chevrolet

Model: Suburban

Stock #: 20267

Engine: 8 Cylinder Engine

Interior: Cloth

5.3L
Leather

 Text Us

Trim: 4WD 4dr 1500 LT

Mileage: 32,359

Trans: Automatic

Vin: 1GNSKHKC1KR230824

Color: White

Drive Train: 4WD

Type: SUV

State: MT



No Accidents Reported
4 Service History Records

Text Us Now

Estimated by EPA
City 0 Hwy 0
Actual mileage may vary

Photos (33)

Options

Vehicle Description

CarStory®

Vehicle Inquiry

Share with a friend

Make Offer

Vehicle Disclaimer

We at King Motors want to do our part to keep America safe . We can do appointments at any time for your safety . We will even deliver your new car , suv or truck to your door. Please give us a call and we will do what ever it takes to serve you . King Motors

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King Motors 3524 10th Ave S., Great Falls, MT 59405, 406.462.2011

Text Us

Taylor's Auto Max

4100 10th Ave South, Great Falls, MT 59405
Great Falls, MT 59405
<https://www.taylorsautomax.com>

Sales: 4067270340
Service: 4067270377

2019 Chevrolet Suburban LT



Body Style: Sport Utility
Vehicle

No Problem Price \$47,500

Model Code: CK15906

Engine: 8 Cyl - 5.3 L

Transmission: Automatic

Drive Type: 4WD

Ext. Color: Summit White

Int. Color: Jet Black

Mileage: 32520

VIN #:

1GNSKHKC7KR273015

Stock #: C6089

LEATHER INTERIOR, Suburban LT, 4D Sport Utility, EcoTec3 5.3L V8, 6-Speed Automatic Electronic with Overdrive, 4WD, Summit White, Jet Black w/Leather-Appointed Seat Trim, 12-Volt Auxiliary Power Outlet (5), 1st & 2nd Row Color-Keyed Carpeted Floor Mats, 2nd Row 60/40 Split-Folding Manual Bench, 3rd Row DVD Screen, 3rd Row Manual 60/40 Split-Folding Fold Flat Bench, 4-Wheel Antilock Disc Brakes, 6-Way Power Front Passenger Seat Adjuster, AM/FM Stereo w/Navigation, Auto-Dimming Inside Rear-View Mirror, Black Assist Steps, Bose Premium Audio System Feature, Color-Keyed Carpeting Floor Covering, Driver Inboard & Front Passenger Airbags, Electronic Cruise Control w/Set & Resume Speed, Enhanced Driver Alert Package, Extended-Range Remote Keyless Entry, Floor Console w/Storage Area, Forward Collision Alert, HD Radio, IntelliBeam w/Automatic High Beam On/Off, Lane Keep Assist w/Lane Departure Warning, Leather-Wrapped Steering Wheel, Low Speed Forward Automatic Braking, Memory Settings, Power Liftgate, Power Tilt-Sliding Sunroof w/Express-Open/Close, Power-Adjustable Accelerator & Brake Pedals, Preferred Equipment Group 1LT, Rear Park Assist w/Audible Warning, Rear Seat Entertainment System, Remote Vehicle Start, Roof-Mounted Luggage Rack Side Rails, Safety Alert Seat, Single-Slot CD/MP3 Player, SiriusXM NavTraffic, SiriusXM Radio, Sun, Entertainment & Destinations Package, Universal Home Remote. 2019 Chevrolet Suburban LT Summit White 4WD 6-Speed Automatic Electronic with Overdrive EcoTec3 5.3L V8

Standard Equipment

PACKAGE

- Enhanced Driver Alert Package includes (UEU) Forward Collision Alert, (TQ5) IntelliBeam headlamps, (UHY) Low Speed Forward Automatic Braking, (UHX) Lane Keep Assist with Lane Departure Warning and Safety Alert Seat

MECHANICAL

- Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride (Not available with (NHT) Max Trailering Package.)
- E85 FlexFuel capable (Included and only available with Fleet or Government order types.)
- Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
- Differential, heavy-duty locking rear
- 4-wheel drive

December 8, 2020

Agenda #3

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

Resolution 20-68
A Resolution Opposing Proposed
Big Sky Country National Heritage Area

INITIATED & PRESENTED BY:

Commissioner Jim Larson

SYNOPSIS:

The Cascade County Commission Office has received a significant number of letters, calls and emails in regards to the proposed Big Sky Country National Heritage Area between February 4th and December 1st, 2020. A common theme in these communications is the mistaken belief that this project is a Commission driven action. Given the heightened level of concern exhibited by citizens and groups regarding this proposal and the need to correct the misinformation, it is appropriate to bring this proposed action before the Commission for discussion and vote.

The written and email comments regarding the BSCNHA thus far include a single letter in support from the Sun River Valley Historic organization signed by sixteen individuals; opposition includes thirty-seven (37) individual letters and emails representing fifty-three citizens. In addition, we have received letters or resolutions of opposition from a number of organizations including the Chouteau County Commission, Chouteau County Trailblazers, Eden Community Hall Inc, Great Falls Realtors, Hillcrest Colony, Hill Top Colony, the Montana Farm Bureau and the Montana Stockgrowers Association. These organizations represent a large but unknown number of members, but the various letters were signed by thirty-six officers of the organizations. In addition, we received two petitions in opposition to the proposed BSCNHA. The hand written petition contained fifty-five signatures whereas the online version contained one thousand three hundred and eighteen names in opposition.

RECOMMENDATION:

Approval of Resolution 20-68.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commission **APPROVE** Resolution 20-68, A resolution opposing the Big Sky Country National Heritage Area

MOTION TO DISAPPROVE:

Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Resolution 20-68, A resolution opposing the Big Sky Country National Heritage Area

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**A RESOLUTION OPPOSING PROPOSED
BIG SKY COUNTRY NATIONAL HERITAGE AREA**

RESOLUTION #20-68

WHEREAS; A non-elected self-appointed board, is proposing to declare all of Cascade County and part of Chouteau County as a National Heritage Area for national designation. The designated area would be called "Big Sky Country National Heritage Area" (BSCNHA) and be established without consent or agreement by local landowners or local government.

WHEREAS; A National Heritage Area designation has possibilities of disrupting normal operations of private property within the boundaries of the NHA and will likely be used to influence local land use regulations.

WHEREAS; A congressionally designated "Big Sky Country National Heritage Area" that encompasses all of Cascade County would include all of those private properties. Owners of those properties have no recourse to opt "in" or opt "out" of participation in the BSCNHA.

WHEREAS; Since there is a fundamental interdependence that exists between individual liberty and the ability to own property, the citizens of Cascade County are very concerned that a NHA designation would deprive landowners of their ability to use and enjoy their property as they see fit.

WHEREAS; Cascade County's economy is not adequately diversified and is overly dependent on the expenditures of the Military and their attached personnel, local land use decisions need to be made in such a way as to preserve the missions at Malmstrom AFB and the Montana Air National Guard, while encouraging the growth of the manufacturing and value-added agricultural segments of the economy.

WHEREAS; Previous Federal Designations such as the Lewis and Clark Portage Route have been used to influence both local land use regulation and Federal Rural Utility Service funding. It is probable that a designation such as the BSCNHA would also be used to hinder badly needed economic development in Cascade County and may act contrary to the needs of our existing military missions.

WHEREAS; The establishment of a National Heritage Area does not require all the lands designated to be contained within it to be contiguous, the BSCNHA could be established utilizing only public lands and those private lands whose owners consent to be included.

NOW THEREFORE BE IT RESOLVED; The majority of the Cascade County Commissioners oppose the Big Sky Country National Heritage Area designation as proposed and does not wish to confer upon an unelected regional management entity, the ability to dictate land use policy within the boundaries of Cascade County.

Passed and Adopted at the Commission Meeting held on this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

On this _____ day of _____, 2020, I hereby attest the above-written signatures of the Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk & Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.